92.

SUPREME COURT OF THE UNITED STATES.

No. 90.

TOBIAS NIXDORFF,

vs.

LEWIS SMITH,

ON APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA, HOLDEN IN AND FOR THE COUNTY OF WASHINGTON.

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Langtree & O'Sullivan, Print.—1840.

DISTRICT OF COLUMBIA, *sct:*

The United States of America, to Lewis Smith, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the second Monday of January, 1840, pursuant to an appeal from the decree of the circuit court of the District of Columbia, sitting as a court of equity for Washington county, in a cause between Lewis Smith, and Tobias Nixdorff, to show cause why the said decree should not be corrected, and why speedy justice should not be done to the parties in this behalf.

Witness the honorable William Cranch, chief judge of the said circuit court of the District of Columbia, this 31st day of January, in the year of our Lord eighteen hundred and forty.

JAMES S. MORSELL.

Service acknowledged.

JOHN MARBURY.

Style of Court.

DISTRICT OF COLUMBIA, *sct:*

At a circuit court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the fourth Monday of November, being the twenty-fifth day of the same month, in the year of our Lord one thousand eight hundred and thirty-nine, and of the independence of the United States, the sixty-fourth.

Present, the honorable WILLIAM CRANCH, *Chief Judge.*
BUCKNOR THRUSTON, and
JAMES S. MORSELL, *Ass't Judges.*
ALEXANDER HUNTER, Esq., *Marshal.*
WILLIAM BRENT, *Clerk.*

In the record of the proceedings of the said court, among others, are the following, to wit:

Parties.

LEWIS SMITH
against
TOBIAS NIXDORFF.

Be it remembered, that heretofore, to wit, on the fifth day of March, in the year of our Lord one thousand eight hundred and thirty-eight, the said complainant, by John Marbury, Esquire, his solicitor, filed in court here, the following bill of complaint and exhibits, to wit:

Bill of Complaint.

To the honorable the judges of the Circuit Court of the District of Columbia, sitting in Washington county, as a court of Chancery:

Humbly complaining, showeth unto your honors, your orator, Lewis Smith, of Georgetown, in the District aforesaid, that, on or about the ninth day of August, in the year 1833, your orator entered into a contract in writing with a certain Tobias Nixdorff and George Hager, of the city of Baltimore, in the State of Maryland, a copy of which is herewith filed and exhibited as part of this bill, the same being marked Exhibit A, by which said written contract your orator agreed to purchase of the said Tobias Nixdorff, all his right and interest whatsoever in the stock in trade and commercial business then carried on in the city of Baltimore, by the said Tobias Nixdorff and George Hager, under the name and firm of Nixdorff and Hager, and in consideration thereof, to pay to the said Nixdorff in hand, the sum of five thousand dollars, and at the expiration of two years thereafter, such further sum as upon a settlement and winding up of the business of the said Nixdorff and Hager, should appear to be necessary to equalize the capital in trade of the said Smith with the capital of the said Hager in the same business; or, in other words, as understood and expressed in the said agreement, such further sum of money as would be sufficient to reimburse to the said Nixdorff, the balance of his interest, for investment of capital and profits thereon, in said business, after deducting the said payment of five thousand dollars. And your orator further shows, that in contemplation of said agreement, and after the terms thereof had been fully discussed and settled, but before the same had been reduced to writing, he entered into a partnership with the said George Hager, and agreed with him to continue the same business, under the name and firm of Hager & Smith, and in anticipation of such new partnership, and further prosecution of the said business, it was further agreed between your orator and the said Nixdorff, that the said firm of Hager & Smith should assume the payment of all the debts whatsoever owing by the said firm of Nixdorff and Hager, and provide for the payment of the same, and when paid, charge the amount paid in an account against the said Nixdorff & Hager, and that all the debts owing to the said firm of Nixdorff & Hagar, should be collected by the firm of Hager & Smith, and be by them applied to the credit of Nixdorff & Hager, in said account, and that an interest account should be kept on the money paid and received by the said Hager & Smith, under this stipulation of the said written contract, and the balance thereof be brought into the final settlement of accounts between the said firms. It was also expressly agreed that your orator was to incur no liability and suffer no loss by, or on account of any of the debts owing to the firm of Nixdorff & Hager, being lost, and that the said firm of Nixdorff & Hager should pay, or be charged with all the costs and expenses attending such collections.

And your orator further shows that an inventory of the goods and merchandise in the store of the said Nixdorff & Hager, of the date of the said contract, was made out by the said firm, and the share or portion thereof to which the said Nixdorff was entitled, and which, by the contract aforesaid was sold to your orator, was ascertained to be of the value of $5,975 32 after the deduction of 12½ per cent., pursuant to the terms of the said contract, that your orator paid to the said Nixdorff the sum of $5,000 in hand, and was put in possession of the said store and goods, that a list of the debts due to and from the said firm of Nixdorff & Hager, was made out and delivered to the new firm of Hager & Smith for collection and payment, that in fufilment of the contract on their part, the said Hager & Smith assumed and paid debts which were owing to divers persons from the firm of Nixdorff & Hager, at the date of the said contract, and then due or falling due, to the amount of $36,996 44, and that the interest on the advances by the said firm of Hager & Smith, made on the payment of that sum of money to the first day of November, eighteen hundred and thirty-seven, amounted to the sum of eight thousand nine hundred and ninety-six dollars and eight cents, making an aggregate debt chargeable to the firm of Nixdorff & Hager, of forty-five thousand nine hundred and ninty-two dollars and fifty-two cents, as will appear by a list of the said payments, showing to whom, when, and in what sums the same were paid, herewith exhibited as part of the bill of complaint, marked Exhibit B ; that the said firm of Hager & Smith collected and received from divers persons on account of debts due the firm of Nixdorff & Hager, at the date aforesaid, of the sum of thirty-two thousand three hundred and sixty-two dollars and fifty-six cents, and that the interest on such receipts to the first day of November, eighteen hundred and thirty-seven, amounted to the sum of seven thousand two hundred and forty-eight dollars and fifty-three cents, making an aggregate sum of thirty-nine thousand, six hundred and eleven dollars and nine cents, to the credit of said firm, as will appear by a list of such collections, showing from whom, when, and in what sums the same were received, herewith filed as part of this bill of complaint, marked Exhibit C, by all which it appears, and your orator avers the fact so to be, that so far from their being, at the date aforesaid, any balance to be paid to the said Nixdorff, on account of his interest in the business of the said Nixdorff & Hager, upon the final settlement thereof, the said firm were debtors to the firm of Hager & Smith, in the sum of six thousand three hundred and eighty-one dollars and forty-three cents, for money advanced and interest, in the payment of debts assumed and paid by them for the said Nixdorff & Hager.

And your orator further shows, that during the continuance of the partnership between himself and the said Hager, they purchased of the said Tobias Nixdorff, then conducting a commercial house on his private account, divers goods and merchandise, to replenish their own store, all of which amounted in value to the sum of four thousand

five hundred dollars, for which they gave their promissory notes to the said Nixdorff; that the business of the said firm of Hager and Smith proved unfortunate, and utterly failed; that the said Hager was, as your orator believes, insolvent at the time he entered into partnership with your orator, and is at this time, as he represents himself, and as your orator believes and avers altogether unable to pay or contribute to the payment of any part of the debts of the said firm of Hager and Smith; that the burthen of meeting and paying the same rests solely on your orator, who has exhausted the assets of the said firm, and his private estate in his efforts to satisfy and discharge the debts which grew out of his said business; that the debt aforesaid, due the said Nixdorff, and for which he holds the notes of Hager and Smith, having fallen due, payment thereof was demanded of your orator, who refused to pay the same, and offered to the said Nixdorff an immediate and prompt settlement of the accounts between the firms of Nixdorff and Hager, and Hager and Smith, and that the balance due to the latter on such settlement should be applied to extinguish or pay the debt due from said firm on the said notes, which said balance as showed by the exhibits and statements aforesaid, was of larger amount than the debt due to the said Nixdorff, but the said Nixdorff refused to accede to this just and reasonable proposition, and instituted suits on said notes, on the common law side of your honorable court against your orator, and the said Hager, for the recovery by judgment and execution of the amount of the said notes, and is now prosecuting the same against your orator, on whom alone the process issued in said suits was served, the said Hager having removed to some remote place, in the West, and being regarded as insolvent, and your orator is advised, that as soon as the said Nixdorff can obtain judgment in said suits, he will notwithstanding he is largely indebted beyond the amount of the said notes to your orator, as the only present and responsible partner of the firm of Hager and Smith, pursue your orator with process of execution. Your orator shows, that having appeared by his attorneys to the suits of the said Nixdorff, he offered to plead the account between the said two firms in bar, by way of offset against the debt due on the said notes, but the said Nixdorff, by his counsel, refused to waive the circumstance of want of mutuality between the parties, between whom the said debts were due, and rejected again the reasonable offer of your orator, and again threatens to urge his legal advantage against your orator; all which is manifestly contrary to equity and good conscience, and tends to the injury and oppression of your orator. In tender consideration whereof, and for as much as your orator has no relief in the premises, save in your honorable court, where matters of this sort are properly cognizable, and to the end, that the said Tobias Nixdorff may be made defendant to this bill of complaint, with proper words to charge him, and may on his corporal oath true, full, and perfect answers make to all and singular the matters and things hereinbefore set forth and contained, as if the same were again repeated, and he interrogated;

and that your honors may order an account to be taken between the said firms of Nixdorff and Hager, and Hager and Smith, that it may be made to appear, whether any and what balance there is due on the said account, and to whom the same is due, and if due to the firm of Hager and Smith, that the amount thereof may in equity be set off against the debt of the said firm to the said Nixdorff on the notes aforesaid, and that to the amount thereof, the said Tobias Nixdorff, may be restrained and enjoined from executing your orator, on any judgments he may obtain at law on said notes against your orator, and that your honors may grant your orator such other relief in the premises, as to your honorable court may seem right and equitable; and may it please your honors, to grant your orator the United States writ of subpœna to the said Tobias Nixdorff, directed in the usual form, &c.; and to grant your orator the United States writ of injunction, to the said Tobias Nixdorff, his attorneys, agents, and servants directed, commanding, enjoining, and restraining them, his and them from further prosecuting his said suits at law against your orator, until the further order of the court in the premises, or if it should seem to your honors right and proper, that the said Nixdorff should be allowed to prosecute his said suits to judgments at law, that your honors would grant your orator the United States writ of injunction to the said Tobias Nixdorff, his attorneys, agents, and servants, directed, commanding, enjoining and retraining his and them from issuing any writ of execution whatever, on the said judgments when obtained to enforce the payment of the amount thereof, or of any part thereof, until the further order of your honorable court in the premises; and your orator will pray.

JOHN MARBURRY,
For the Complainant.

Exhibit A, referred to in Bill of Complaint.

Articles of agreement, made, concluded, and agreed upon, this 9th day of August, in the year of our Lord one thousand eight hundred and thirty-three, by and between Tobias Nixdorff and George Hager, of the city of Baltimore, and trading in the dry good business, under the firm of Nixdorff & Hager, of the one part, and George Hager, of the city of Baltimore, and Lewis Smith, of Georgetown, District of Columbia, who purpose connecting themselves in the dry good business, to be carried on in the city of Baltimore, under the firm of Hager and Smith, of the other part, as follows, to wit:

Now be it known, that the said Tobias Nixdorff hath sold unto the said Lewis Smith his interest in the business of Nixdorff and Hager, upon the following terms, to wit, (viz:)

He, the said Lewis Smith, agrees to pay into the hands of the said Tobias Nixdorff, five thousand dollars in cash, and at the expiration of two years from the day of the date hereof, a final settlement shall

take place, when the said Lewis Smith agrees to pay to the said Tobias Nixdorff, a further sum in cash, whatever it may require to equalize his capital in trade with the capital of the said George Hager; and whatever shall then appear to be the balance of Tobias Nixdorff's interest in the establishment aforesaid, shall on that day be paid him, the said Tobias Nixdorff, either in cash or satisfactory paper, by the new firm of Hager and Smith, now about to be created.

And in order more effectually and speedily to settle and wind up the concern of Nixdorff and Hager, they, the said Hager and Smith, do assume the payment of all debts owing by the concern of Nixdorff and Hager, as will more fully appear by a certified list in the hands of each party, and all debts owing to the concern, as will also appear by a certified list in the hands of each party, shall be collected by the said Hager and Smith. And in order to facilitate the collection of said debts, the said Tobias Nixdorff agrees to give all the attention in his power in the settlement of accounts, and on the receipt of money pay it over into the hands of said Hager and Smith, to be applied to the payment of the debts of said Nixdorff and Hager.

And the said Tobias Nixdorff doth agree to dispose of his interest in or one-half of the stock of goods now in the store of Nixdorff and Hager, as will also appear by a certified inventory in the hands of each party, unto the said Lewis Smith, at the original cost price, deducting twelve and a half per cent. from one-half of said inventory.

It is also agreed by and between the parties aforesaid, that a regular interest account shall be kept on advances made by either party, which shall also be brought into the final settlement to take place two years from the day of the date hereof aforesaid.

It is understood that the interest account, above alluded to, refers only to interest received and paid on debts due to and by Nixdorff and Hager, and for advances made by Hager and Smith; and not on the balance of T. Nixdorff's interest, which may appear due him at the final settlement, after two years, as aforesaid.

It is also expressly understood, that so far as regards the debts due or owing to the concern of Nixdorff and Hager, that the said Lewis Smith shall sustain no loss by or on account of any of the debts being lost; and all expenses that may be incurred in the collection of the debts of Nixdorff and Hager, by suit or otherwise, shall be borne by the said Tobias Nixdorff and George Hager.

In witness whereof, the parties have hereunto signed their names, and affixed their seals, the day and year first hereinbefore mentioned.

TOBIAS NIXDORFF, [SEAL.]
GEO. HAGER, [SEAL.]
LEWIS SMITH. [SEAL.]

Signed, sealed, and delivered, in the presence of
R. T. CHURCH,
JESSE S. MEDDART.

A true copy.

Exhibit B, referred to in Bill of Complaint.

NOVEMBER 1st, 1837.

Nixdorff & Hager,

To Hager & Smith, Dr.

To cash paid sundry persons—sum total - $45,992 52

Exhibit C, referred to in Complainant's Bill of Complaint.

BALTIMORE, Nov. 1st, 1837.

Hager & Smith,
1833. To Nixdorff & Hager, Dr.

Cash paid at sundry times - - - $45,992 52

Whereupon, subpœna issued as prayed, returnable on the fourth Monday of March instant.

At which mentioned fourth Monday of March, A. D. eighteen hundred and thirty-eight, being the day of the return of the aforesaid subpœna, came into the circuit court here the said complainant, by his solicitor aforesaid, and the marshal of the district aforesaid, to whom the aforesaid subpœna was in form aforesaid directed, makes return thereof to the court here; thereon endorsed, to wit:

"Summoned.

ALEX. HUNTER, *Marshal.*"

Whereupon, the said defendant, being so forewarned, appeared in court here by F. S. Key, Esquire, his solicitor, and the said cause was regularly continued at rules until the first Monday of October next, when the said defendant, by his solicitor aforesaid, filed in court here the following answer and exhibits, to wit:

Answer of Nixdorff.

To the honorable the judges of the circuit court of the District of Columbia, for the county of Washington, sitting in equity.

The answer of Tobias Nixdorff to the bill of complaint of Lewis Smith, filed against him on the 5th of March, 1838, in your honorable court:

This respondent, said Tobias Nixdorff, saving and reserving to himself all benefit of exception to the manifold errors, untruths, and mistatements in said bill contained, and protesting that the same is without equity, and that he is not bound to answer thereto, yet for answer to the same, or to so much thereof as it may be thought he should reply to, saith: That it is true that, on the 9th August, 1833, being before and then engaged in trade, in Baltimore, with George Hager, under the

firm of Nixdorff and Hager, in the dry goods business, he did enter into a contract with the complainant and said Hager, by which he sold his interest in said firm to the complainant, Lewis Smith. The terms of that contract are very explicit, and your respondent prays to refer to the copy of it filed with the bill, and that it may be taken as part of this his answer. He has always been willing to abide by and fulfil said contract on his part, according to its true intent, and asks a like fulfilment from the said Smith on his part, and, if any difference has or can arise as to its true meaning, your honors will expound it for the parties, and enforce your construction.

Your respondent, further answering, saith: That, before the said contract was entered into, a full exhibit was made of the condition of the said firm of Nixdorff and Hager, an inventory of the stock of goods, of the cash and debts due to and from the firm, were made out and exhibited to the said Smith, and certified inventories and lists of the said stock, cash, and debts are now in the hands of each of the said parties, as the contract itself shows. Your respondent herewith exhibits the originals in his possession, marked 1, 2, 3, and calls on the said Smith to produce the originals furnished to him. The complainant had ample time and full materials to form his estimate of the value of respondent's interest in said concern before he bought it; nothing was concealed or kept back from him, and he had the benefit not only of his own judgment on a view of all the affairs of the concern, but of the said George Hager, the then partner of respondent, and the intended partner of complainant. At the time the contract was entered into, the concern of Nixdorff and Hager, estimating the debts due to them to be good, was worth $17,751 07 over and above the payment of their debts—See paper A, herewith filed and prayed to be taken as part of this answer. The surrender of this large property and defendant's interest it and control over it to the said Smith and to Hager and Smith, defendant would never have made without the payment of a sum certain. His half was $8,875 53. He required, and the contract stipulates, that he was to have $5,000 in hand, and that sum has been paid to him. The respondent contends and submits, with perfect confidence to the court, that under the contract he is entitled to hold that sum without abatement or deduction, even if the complainant could show, which he cannot, that, on the winding up the concerns of Nixdorff and Hager, Nixdorff's clear interest in the concern was worth less than $5,000. The plain meaning of the contract is, that respondent was to have $5,000 certain for his interest, and at the end of two years, such further sum, if any, as Nixdorff's interest should prove to have produced, after collecting and paying the debts due to and from the concern of Nixdorff and Hager. If this view of the contract be correct, as respondent is advised it is, the complainant has no standing in this court as a court of equity upon the bill filed by him, and has no right to interrupt respondent in collecting the judgments obtained in this court as a court of law against him by this respondent. Respondent exhibits short

copies of said judgments, marked 4, 5, 6, &c., and prays that they may be taken as part of this his answer.

The said judgments are founded on notes given by Hager & Smith to respondent for goods sold and delivered, and money lent to them by respondent since the date of said contract of the 9th August, 1833, and are entirely distinct from said contract and have no connection with it.

The respondent, therefore, prays that the complainant's bill may be dismissed, and his costs allowed to respondent. The respondent is advised that, in this suit, he is under no obligation to go into a settlement of the account provided for in the contract, to take place on the 9th August, 1835, because this court can give him no relief even on showing a balance due to him. A decree could only be made in his favor, on a bill filed by him. He feels anxious, however, to vindicate himself from the unjust imputations cast upon him, and will, therefore, make a brief statement of the facts as they exist, and of the wrongs practised on him.

In the first place it is not true, and your orator denies that the complainant offered him a prompt settlement of accounts; on the contrary, at the end of the two years, and ever since he has refused to settle, although earnestly urged to do so by respondent, and has moreover refused to refer the matters in dispute to arbitration. Respondent herewith files paper B, in part proof of the disposition and temper evinced by the complainant. Respondent denies positively that the complainant has paid out for Nixdorff and Hager, and for Nixdorff's interest more than he has received from the concern. He avers, and verily believes, that, upon a just settlement of the accounts under the contract, charging the said Smith with the debts admitted by his agent G. F. Smith to be good, he was indebted to the respondent, on the 9th August, 1835, in a sum exceeding five hundred dollars over and above the $5,000 heretofore paid. Respondent files herewith statement "C" made out from materials furnished to respondent by the complainant's agent and son, G. F. Smith. Respondent also files statement "D" showing over and above the said sum of $500, a mass of uncollected debts of the amount of $6,540 13, the property of Nixdorff and Hager, which the complainant has refused to surrender, and has wrongfully held since the 9th August, 1835, against the request and remonstrance of respondent. These debts, at the end of two years, to wit, on the 9th August, 1835, ought to have been transferred and assigned to respondent and his partner, George Hager, and the account settled and closed. Smith has pertinaciously refused to transfer said debts, and has within the present year been settling and collecting them. See statement "E" herewith filed.

As the said Smith has refused to surrender the uncollected debts, as he ought to have done on the 9th August, 1835, he has made himself liable for the full amount, and respondent claims to charge him with them. He could not retain them beyond that time, and

such as are now barred by limitations, or otherwise lost by negligence or misconduct since the 9th August, 1835, and ought to be charged to him. And your respondent, in further vindication of his course in this transaction, and to show the liberal terms (not required of him in the contract) upon which he was willing at one time to have settled with complainant, and so instructed his counsel, when the suits at law referred to were ordered, proceeds to state to your honors that the amount of the inventory of goods on the 9th August, 1833, was - - - - - - - $12,804 26

Certified list of debts due to Nixdorff and Hager same date, was - - - - - 41,447 65

Amount of interest received by Hager and Smith on debts collected by them, agreeable to calculations made by G. F. Smith, son and agent of complainant and respondent, up to the 9th August, 1835 - 3,543 14

Making the sum chargeable to Hager and Smith, by their own confession - - - - $57,795 05

Amount of debts paid by Hager and Smith for Nixdorff and Hager, as pr. certified list - - 36,500 84

Interest on said debts, per calculations made by said G. F. Smith and respondent, up to the 9th August, 1835 - - - - - - 4,034 00

$40,534 84

Leaving this balance in Hager & Smith's hands over and above the payment of Nixdorff & Hager's debts $17,260 21

Of these $17,260 21, G. F. Smith, complainant's agent, alleged, about August, 1835, there was uncollected the sum of - - - - 10,258 44

Amount actually in Hager & Smith's hands, by their own confession, over and above the payment of Nixdorff and Hager's debts - - - $7,001 77

Respondent's half of the 7,001 77 is $3,500 88, and to close the controversy he authorized his counsel to refund to complainant $1,499 12, making together, with respondent's half, admitted as above, the sum of $5,000 received by him, on condition that complainant would then surrender the uncollected debts. This offer was communicated to complainant and refused by him. He has held on to the debts and collected them for his own benefit. Respondent is under no obligation to renew his gratuitous offer, and now claims to stand on his legal rights, and more especially feels himself warranted in so doing, after the perverse behavior of complainant and his

effort in his bill to make respondent answerable for the debts and liabilities of his own chosen partner George Hager.

If it is at all useful, and can lead to any practical end in the judgment of the court, that an account should be taken by the auditor of this court, your respondent is perfectly willing to go into the account. He protests, however, that no delay or obstacle should be interposed against the collection of his judgments, and that the injunction prayed for and granted should be refused and dissolved.

Without this, that any other matter or thing in the said bill contained, not herein well and sufficiently answered, confessed, and avoided, traversed or denied, is true, and defendant prays to be hence dismissed with his costs.

JAS. DUNLOP, *for Respondent.*

STATE OF MARYLAND, *City of Baltimore. sct.*

This 26th day of October, in the year of our Lord 1838, Tobias Nixdorff personally appears before the subscriber, a justice of the peace for the said city and State, and makes oath that the matters set forth in the aforegoing answer are true as stated, so far as stated of his own knowledge, and so far as stated of the knowledge of others, he believes them to be true, as stated.

JAMES BLAIR.

STATE OF MARYLAND, *Baltimore County, sct.*

I hereby certify that James Blair, gentleman, before whom the aforegoing affidavit was made, and who has thereto signed his name, was at the time of so doing a justice of the peace of the State of Maryland, in and for the city of Baltimore, duly commissioned and sworn.

In testimony whereof, I hereto set my hand and affix the [SEAL.] seal of Baltimore county court, this 26th day of October, 1838.

THOS. KELL, *Clerk.*

Exhibit A, called for in Defendant's answer.

Situation of the business of Nixdorff & Hager, at the time Tobias Nixdorff sold his interest to Lewis Smith, viz: on the 9th day of August, 1833, as will appear from certified lists, signed by Tobias Nixdorff, George Hager, and Lewis Smith.

Amount of the inventory of goods on hand - -	$12,804 26
Amount of the debts owing to Nixdorff and Hager together with the cash on hand - - -	41,447 65
	$54,251 91
From which deduct the amount of debts owing by Nixdorff and Hager to sundry individuals, -	36,500 84
	$17,751 07

The above statement exhibits $17,751 07, in the hands of Hager and Smith, over and above what it required to pay the debts of Nixdorff and Hager, which property still remains in their hands.

Exhibit C, referred to in Answer.

The following statement exhibits the situation of Nixdorff and Hager's business, in the hands of Hager and Smith, on the 9th day of August, eighteen hundred and thirty-five, being two years after the sale was made by Tobias Nixdorff to Lewis Smith, and the day specified in the agreement for a general settlement.

Amount of the inventory of goods - - -	$12,804 26
Amount of debts collected by Hager and Smith -	31,190 21
Interest received by Hager and Smith on debts due and by them collected, up to 9th August, 1835	3,543 14
	$47,507 61
From which deduct amount of debts paid by Hager and Smith - - - - - - -	36,644 56
Interest on debts paid by Hager and Smith up to 9th August, 1835 - - - - - -	3,998 33
	$40,642 89
	6,894 72
Add to this amount the several items on page No. 3, which G. T. Smith said would be collected	3,717 31
Interest on the $3,717 81, up to 9th August, 1835	480 01
	$11,092 04

The above exhibits an amount of $11,092 04, actually received by Hager and Smith, over and above what was sufficient to pay the debts of Nixdorff and Hager, provided the $3,717 31 was received by them, as stated would be received.

Exhibit D, referred to.

The whole amount of debts owing to Nixdorff and Hager, together with the cash on hand at the time the sale was made, amounted to - - - - - - - $41,447 65

Amount collected by Hager and Smith, as represented by Smith's son - - - -	$31,190 21
Leaves uncollected, on the 9th August, 1835	$10,257 44

Of the above balance of uncollected debts, G. T. Smith said the following could be collected:

Hager, Koule & Co.	$835 85	Interest	$133 06
Eli Garret,	901 20	do	129 17
Mahlon Hardy,	19 68	do	3 09
Peter Rhodes,	372 86	do	39 33
Joseph Denner,	9 90	do	1 05
Jacob Snider,	52 21	do	7 27
Horatio Bell,	159 60	do	21 65
Morris Home,	27 45	do	2 68
L. W. Candler,	230 00	do	31 34
Mahlon Hanly,	41 11	do	4 58
J. Steller,	431 04	do	45 26
Dellign & Beatty,	319 97	do	33 85
P. Kenard,	316 40	do	27 68
	$3,717 31		$480 01
			3,717 31
			$6,540 13

There still will remain in the hands of Hager and Smith, of uncollected debts - - - - - $6,540 13

Exhibit E, referred to.

CITY OF BALTIMORE, *Sept.* 28, 1838.

I do hereby certify that either in the month of February or March, 1838, I settled the claims of Nixdoff and Hager, against Perry S. Kern, and with George T. Smith, by substituting new notes in their stead.

ALEX'R A. KENNARD.

Rule—Replication.

Thereupon motion of the said defendant, by his solicitor aforesaid, it is ruled by the court here, that the said complainant enter a general replication to the answer aforesaid of the said defendant, or, in default thereof, that the said bill be dismissed.

Whereupon the said cause was regularly continued at rules until the fourth Monday of November, A. D. eighteen hundred and thirty-eight, when the said complainant, by his solicitor aforesaid, filed in court here the following general replication, to wit:

Replication.

The replication of Lewis Smith, complainant, to the answer of Tobias Nixdorff, defendant.

This complainant saving and reserving to himself all and all manner of exceptions, &c., for replication to the answer of said defen-

dant, saith that he doth aver, maintain, and prove his said bill to be true and sufficient in the law to be answered unto by said defendant, and that the answer is very uncertain, evasive, and insufficient in the law to be replied unto by the repliant without that, &c. &c.

J. MARBURY,
Solicitor for Plaintiff.

Cause set for hearing.

Whereupon, with the consent of the said parties by their solicitors aforesaid, and by order of the court here thereon, the said cause is set for hearing on the bill, answers, exhibits, and the general replication; thereupon the court made the following order, to wit:

Order of reference to Auditor.

LEWIS SMITH
vs.
TOBIAS NIXDORFF.

Bill in equity to set off a balance due by the firm of Nixdorff & Hager to that of Hager & Smith, against the note of Hager & Smith to Tobias Nixdorff, in the bill mentioned.

The court is of opinion that if there is any such balance it is just and right under the circumstances of this case, and, according to the principles of equity, that the complainant, Lewis Smith, who is the only solvent partner of the firm of Hager and Smith, should have the benefit of such balance as a set off against the notes of Hager and Smith to Tobias Nixdorff, who is the only solvent partner of the firm of Nixdorff and Hager. For it would be against conscience in Tobias Nixdorff to enforce the payment of the notes of Hager and Smith to him, while he, as the only solvent partner of the firm of Nixdorff and Hager, is indebted to them in a like amount.

The court will therefore refer this cause to the auditor of this court to take and settle the account between those two firms, and to state the balance which he may find due from one to the other as the case may be.

And also to take and settle the account between the complainant, Lewis Smith, and the defendant, Tobias Nixdorff, and to state the balance which he may find due from the one or the other.

And that, in order to take and state the said accounts, he shall ascertain the value of the capital in trade of the firm of Nixdorff and Hager, on the 9th of August, 1835, and the value of the capital in trade of each of the partners of the said firm on the same day, and how much, if any, the capital of one of the said partners exceeded that of the other on that day, and what was on that day the value of the balance of the said Nixdorff's interest in the said firm of Nix-

dorff and Hager, after deducting therefrom the sum of four thousand dollars, advanced by the said Smith to the said Nixdorff, as stated in the articles of agreement of the 9th of August, 1833.

The auditor shall also ascertain and state the amount of the debts of Nixdorff and Hager, paid by Hager and Smith, with interest on the respective payments from the respective times of payment thereof until the said 9th of August, 1835; and also the amount of debts due to the said Nixdorff and Hager, and collected by the said Hager and Smith, with interest on each sum received from the day of the receipt thereof until the said 9th of August, 1835.

And in stating the said account of the said two firms, that of Nixdorff and Hager is to be debited to that of Hager and Smith, for the debts of the former firm paid by the latter, with interest as aforesaid. And Hager and Smith are to be debited to Nixdorff and Hager for all debts due to the latter, and received by the former with interest as aforesaid.

And in stating the account between Lewis Smith and Tobias Nixdorff, the latter must be debited to the former for the 5,000 dollars advanced, and must be credited by the latter for Nixdorff's half of the stock of goods, of the firm of Nixdorff and Hager, sold to him at the price stated in the agreement of the 9th of August, 1833, and also for whatever sum shall appear to be necessary to equalize Nixdorff's capital in trade with the capital of Hager on the ninth of August, 1835, and also for whatever shall appear to have been then "the balance of Nixdorff's interest in the establishment," that is, in the firm of Nixdorff and Hager, after deducting the amount of the goods taken by Smith at the price mentioned in the agreement.

The auditor is also required to state and report the amount due upon the notes of Hager and Smith to Nixdorff, mentioned in the complainant's bill.

That the auditor shall also state and report a list of the debts due to and from the firm of Nixdorff and Hager, on the 9th of August, 1833, and of the debts due to that firm which remained uncollected, and of the debts due by the said firm which remained unpaid, on the 9th of August, 1835. Also, a list of debts due to the said firm, if any, which have been lost by the personal negligence of the said Lewis Smith; and also of such, if any, as have been lost by the personal negligence of the said George Hager; and also of such, if any, as have been lost by the joint negligence of Hager and Smith.

And that the auditor ascertain whether, at any time before the commencement of this suit, and when, the defendant, Nixdorff, demanded of the said Smith, or of the said Hager and Smith, a return of the evidence of the uncollected debts due to Nixdorff and Hager and whether, and when, the said Smith, or the said Hager and Smith, offered or refused to return the same, and the reasons, if any, stated by them, or either of them, for such offer or refusal, at the time thereof; and if the auditor shall be of opinion that any of the said debts, due to the said Nixdorff and Hager, have been lost, he

shall report specially the facts and reasons upon which such opinion is founded.

And it is further ordered by the court, that the auditor, in ascertaining the value of the capital in trade of the said Nixdorff and Hager, on the 9th of August, 1835, as hereinbefore directed, shall include the stock of goods on hand on the 9th of August, 1833, at the price at which the said Nixdorff sold his share of it to the said Lewis Smith by the contract of that date, and the debts due to the said firm collected by the said Hager and Smith, with interest, as hereinbefore mentioned. And also such of the said debts as the auditor may be satisfied by evidence were, on the 9th of August, 1835, good, and might with reasonable diligence have been collected by Hager and Smith.

And that he shall also include the debts due by Nixdorff and Hager on the 9th of August, 1833, and paid by Hager and Smith before the 9th of August, 1835, with interest, as hereinbefore directed, and all the other of the said debts then remaining unpaid.

And for the purposes aforesaid, the auditor shall take and report the necessary evidence, giving reasonable notice to the opposite party of the time and place of taking the same.

This interlocutory order is not to prejudice the rights of either of the parties under the contract of the 9th of August, 1833.

By order of the court.

December 18th, 1838.

Whereupon the said cause was regularly continued at rules until the first Monday of May, A. D. eighteen hundred and thirty-nine, when the auditor made the following report:

Auditor's Report—First.

Circuit Court for Washington County, *District of Columbia.*

Lewis Smith
vs.
Tobias Nixdorff. } In Chancery.

The auditor, to whom this cause was referred by an order of this honorable court, on the 18th day of December last, proceeded to notify the parties to attend at his office, with such evidence and explanations as they might deem necessary and proper. They both personally attended, according to said notice, and gave such explanations as they considered material.

The undersigned, after carefully examining the bill of complaint, the answer, and the articles of agreement between the parties, as well as all the exhibits filed in this cause, with the instruction given him in the order of reference, together with all accounts produced, begs leave now to report:

That on the 9th day of August, 1833, Tobias Nixdorff, of the firm of Nixdorff and Hager, of Baltimore, merchants, sold out his interest in said house to Lewis Smith. The stock of goods on hand at cost, per inventory, amounted to $13,657 87, which were delivered and receipted for by George Hager and Lewis Smith. The copartnership of Nixdorff and Hager immediately ceased, and the new firm of Hager and Smith commenced. The half of the value of the goods bought by Smith of Nixdorff amounted to $6,828 93, upon which 12½ per cent. deduction was allowed, leaving the sum of $5,975 32; on account of which said Smith paid said Nixdorff, at that time, $5000, the balance to be settled for in two years, to wit, the 9th August, 1835, by Hager and Smith.

That at the time of the sale of Nixdorff to Smith, the concern of Nixdorff and Hager were largely indebted, and had a still larger amount due them. The new firm of Hager and Smith undertook the collection of these debts, and became, by agreement, bound to pay the debts due from the old concern of Nixdorff and Hager. An interest account, it was agreed, should be kept, upon all payments and receipts, and a final settlement should take place on the 9th day of August, 1835. Smith, however, was not to suffer any loss by the insolvency of those indebted to Nixdorff and Hager. Before the 9th day of August, 1835, to wit, in April, 1835, a dissolution of the firm of Hager and Smith took place, and Hager removed to the western country, ruined.

That it appears that at the time of sale by Nixdorff to Smith, Nixdorff and Hager owed $36,500 84, of principal, and had $41,447 65 due them, principal; which, with the goods on hand, $13,659 87, amounted to $18,604 68, more than their liabilities.

That by a statement made by the auditor, and accompanying this report, it appears that had all the debts due Nixdorff and Hager been collected, and the interest on them equalled the interest on the monies paid, Nixdorff's interest on his half of the old concern would have been $3,875, to which he would have been entitled on the 9th August, 1835.

That by the same statement it appears that so far as accounts have been rendered, calculating the goods on hand, with all receipts and payments, the capital of Hager in the concern is reduced to $3,837 74, being short of the $5000, advanced by Smith, $1,162 26. But there still remains, of debts due Nixdorff and Hager, collectable by Lewis Smith, if collectable at all, $6,895 33, principal, with more than five years interest on them.

The amount of the several judgments obtained by Tobias Nixdorff against Lewis Smith, on the law side of the court, with interest to 15th April, 1839, and cost, $4,874 45.

The auditor is of opinion that upon the surrender by Smith to Nixdorff of the whole of the evidences of the debts before mentioned, and fully accounting for them, and also the notes of Rob't F. Millard, which were protested, paid by Hager and Smith, and charged to Nixdorff and Hager, amounting to $400 24, that he (Smith) shall

have a credit on the said judgment for the sum of $1,162 26, above mentioned, and interest to 15th April, 1839, $31 96; making, together, $1,194 22.

Submitted.

JOSEPH FORREST,
Auditor.

May 4th, 1839.

Auditor's Statement.—Auditor's Statement.

Tobias Nixdorff and George Hager, under the firm of Nixdorff and Hager, of Baltimore, had, on the 9th day of August, 1833, debts due them, principal, - - - - -	$41,447 65
Goods, per inventory, at cost, - - -	13,657 87
	$55,105 52
The firm owed at that time, exhibit No. 3, and for which Hager and Smith made themselves responsible, principal, - - - - -	36,500 84
Leaving a balance, over and above their liabilities, of	$18,604 68
Lewis Smith purchased of Nixdorff his half of the stock of goods, on the 9th August, 1833; the firm of Nixdorff and Hager was dissolved, and the new firm of Hager and Smith commenced, on that day -	$13,651 87
Tobias Nixdorff's half the goods, per inventory, -	6,828 93
Deduct 12 per cent. - - - -	853 61
	$5,975 32
Paid him by Lewis Smith, at the time of purchase, on account - - - - - -	5,000 00
Balance to be paid 9th August, 1835, - -	$975 32

Dr. the firm of Hager & Smith in acc. with Nixdorff & Hager, Cr.

Debts to be collected	$41,447 65	By debts due from Nixdorff & Hager	$36,500 84
Inventory of goods after discount - -	12,804 26	Balance	17,751 07
			$54,251 91

To balance per contra, $17,751 07.	
Nixdorff's half - - - - -	$8,875 53
Deduct therefrom payment made Nixdorff by Smith,	5,000 00
	$3,875 53

Balance due Nixdorff on 9th April, 1835, provided all the debts should be then collected and the interest account be equal.

Hager and Smith charge Nixdorff and Hager, per exhibit B, as follows:

	Principal.	Interest.
Paid—page 1st	$5,523 23	$1,359 64
2d	24,925 26	6,070 78
3d	6,547 95	1,557 66
Postage included	36,996 44	8,996 08
	8,996 08	
	45,992 52	

They give credit for debts collected before 9th August, 1835:

Principal	$30,972 56	
Interest	7,791 14	
		$38,163 70
Paid more than received on 9th August, 1835, of debts		7,828 82
After the 9th August, 1835, (exhibit C,) they received for debts—principal	$1,390 00	
Interest	57 39	
		1,447 39
		$6,381 43
Subsequently received part of list of debts stated to be good, amounting to principal, $3,717 31 (Exh. A C and D items, marked thus V—principal	$2,189 76	
Interest	282 84	
	$2,472 60	
Deduct rec'd by Nixdorff of I. Slator—Principal	$55 00	
Interest	2 69	
		$57 69
		$2,414 91
More paid than received for debts		$3,966 52

Hager and Smith are chargeable to Nixdorff and Hager to amount of debts collected, including interest, per statement

1st	$38,163 70
2d	1,447 39
3d	2,414 91
	$42,026 00
Goods per inventory, after deduction	12,804 26
	$54,830 26

And are to be credited with this sum paid, with interest, to 1st Nov., 1837, (Exh. B,) - - - - -	$45,992 52	
	5,000 00	
Cash payment on account of goods - - -		$50,992 52
		$3,837 74

It will thus appear that (so far as collections have been made) Nixdorff and Hager's interest, as concurred with Hager and Smith, amounts to $3,837 74. But there still remains of debts due Nixdorf and Hager, and collectable by Lewis Smith, if collectable at all, $6,895 33, principal.

The amount due, 9th August 1833,

Principal - - - - - -		$41,447 65
Collected, before 9th August, 1835 - -		30,972 36
Afterwards - - - -		1,390 00
" - - - -		2,189 76
Principal -		$34,552 32
		$6,895 33

to be accounted per principal with interest from 1833.

By a certificate of Alexander A. Kennard (Exhibit E) it appears that one debt, making part of the above amount of $6,895 33, to wit: the debt of Perry Kennard for $316 40 principal, with $27 68, making $344 08, was settled with Geo. T. Smith by him, on the 28th September, 1838, by substituting new notes. This is not yet credited to Nixdorff and Hager.

Submitted by

JOSEPH FORREST,
Auditor.

May 4th, 1839.

Whereupon the said complainant, by his solicitor aforesaid, filed in court here the following exceptions to the aforesaid report of the auditor, to wit:

Exceptions to the Auditor's Report.

Exceptions to the Auditor's Report.

LEWIS SMITH,
vs.
TOBIAS NIXDORFF.

The complainant for cause of exceptions to the said report, says: That the auditor has erred in this that he has charged the complainant with the amount of the whole inventory of the goods of Nixdorff and Hager. Whereas the said complainant was the pur-

chaser of one-half of the said goods only, and should have been charged with no more; the other half being the private property of the said Hager, and delivered to him as his, his private property, and as such brought into the capital stock in trade in the business of Hager and Smith.

MARBURY, *for Plaintiff.*

Whereupon the said cause was regularly continued at rules until the fourth Monday of November next, when the court made the following order, remanding the said cause to the auditor to restate the accounts, to wit:

Ordered to restate the account.

SMITH. *vs.* NIXDORFF. } November Term, 1839.

It is ordered by the court, this 28th day of November, in the year 1839, that the papers in this cause be referred to the auditor, to restate the accounts between the parties; in doing this the auditor is required to correct such errors in the statement heretofore filed by him in this cause, as the parties or either of them shall point out to him, and of which he shall be satisfied.

The auditor erred in deducting 12½ per cent. on the amount of the inventory; the contract requires a deduction of 12½ per cent. from one-half the amount of the inventory; the court direct that the auditor in his statement make a deduction of 12½ per cent. from one-half the amount of the inventory.

By order of the Court,

Test: W. BRENT, *Clk.*

Whereupon the said cause was regularly continued at rules until the first Monday of January, in the year of our Lord one thousaud eight hundred and forty; when the auditor, to whom the said cause was remanded as aforesaid, made his second report, to wit:

Auditor's 2nd. Report—Auditor's 2nd Report.

CIRCUIT COURT FOR THE DISTRICT OF COLUMBIA,
County of Washington.

LEWIS SMITH, *vs.* TOBIAS NIXDORFF. }

This cause having been remanded to the auditor with the bill of exceptions to his report made on the 4th day of May, 1839, and the directions of the court, has been considered and re-examined by the undersigned, and now submits the following statement and report:

The errors pointed out, as contained in his report of the 4th of August, were not the errors of the auditors, but were instalments of the parties themselves, made from the complicated and voluminous accounts, commencing in the year 1833, which they submitted to him, and which they discovered after the report was made. Both parties have since attended at the request of the auditor, and in presence of each other, given in their respective explanations and statements, and leaves now, after correcting former errors, nothing for the auditor to decide on but the question, whether the whole amount of the inventory of goods belonging to the firm of Nixdorff & Hager on the 9th day of August, 1833, the day on which Lewis Smith became the purchaser of Nixdorff's half, or only the amount of that half, shall be brought into the account. This question was decided by the auditor in his first report, and he sees no good reason to doubt its correctness. The statement made in the first part of that report, in which the whole amount of goods on hand was made a part, was simply to show the solvency or insolvency of Nixdorff & Hager at the time Smith made his purchase, suggestions having been made that the firm was insolvent. But that part of the report had nothing to do with the setlement between Smith and Nixdorff. It appears that, at that time, Nixdorff and Hager had goods on hand amounting, by inventory, to $13,657 87; debts due to them, $41,447 65; making, together, $55,105 52; and they owed $36,500 84, leaving a surplus, after paying the joint debts, of $18,604 68.

When Smith became the purchaser of Nixdorff's half the goods, upon which a deduction of 12½ per cent. was allowed, Smith paid Nixdorff, in cash, $5,000, and the balance it was agreed should remain unsettled for two years, to wit: the 9th August, 1835, when a final settlement should be made; but before that time the firm of Smith and Hager was dissolved, and no such settlement took place between the *new* firm of Smith and Hager and the old firm of Nixdorff and Hager.

Smith and Hager engaged to pay the debts of the old firm, and did pay them. They also undertook to collect the debts due to the old firm; a regular interest account upon payments and receipts it was agreed should be kept, which was done. It appears that, on the first of November, 1837, Smith and Hager had paid for Nixdorff and Hager $36,996 44, principal, and $8,996 08 interest, making $45,992 52; and that they had collected, of principal, $32,362 56, and interest $7,248 53, making, together, $39,611 09, and, subsequently, $705 51, making, in all, $40,376 60; leaving a balance due Smith and Hager, for debts paid, over and above what they received for debts collected, of $5,615 92; add to this sum the payment in cash, $5,000, making $10,615 92. The amount of goods sold by Nixdorff to Smith is $5,975 32; the amount of judgments obtained by Nixdorff, (being for subsequent purchases of goods,) with interests and costs, $4,874 45, making, together, $10,849 77; leaving a balance due Tobias Nixdorff, of $233 85.

The amount of debts due Nixdorff and Hager at the time they dissolved partnership, was $41,447 65, of which there has been collected in principal, $33,128 07, leaving a balance uncollected, as stated, of $8,319 58 principal, with interest to be added since 1833, one-half of which belongs to Tobias Nixdorff. Upon Smith's depositing in the hands of a third person a list of these debts and the evidences, with a stipulation that said half, as collected, shall be paid to Nixdorff, and the payment of the before mentioned balance of $233 85, all claims between them will be finally settled. In the charge made in this report for $765 51, for collections since the statement in August last, the sum of $336 13 is included, for a debt collected from Dellinger and Beatty.

The allowance of this charge is objected to by the counsel of Smith, on the ground of its having been paid not to Smith, but to his partner Hager. The plea is not a valid one in the opinion of the auditor, and he has therefore overruled it. Nixdorff believes the whole amount of the inventory ought to be brought into the credit. The auditor is of a different opinion, and so stated in his report made in August last, and can see no opinion to change that opinion now. Hager had, at the time Nixdorff sold his half the goods to Smith, an equal right also to sell his half to Smith, or any body else; and, like Nixdorff did, put the money into his pocket, and appropriate it to his individual use.

In that case, both the partners having sold out their goods or stock in trade, nothing would have remained for the payment of their heavy joint liabilities, but the collection of the debts due to them; which it turned out fell greatly short of that object. And as Nixdorff and Hager were equally responsible to their creditors, they must have made up the deficiency from the funds they sold their goods for, or from the goods themselves, if they had continued their co-partnership.

JOSEPH FORREST,
Auditor.

10th January, 1840.

Exceptions to the late report of Auditor.

Whereupon the said defendant, by his solicitor, aforesaid, filed in court the following exceptions to the said last report of the Auditor, to wit:

The error of the Auditor's present statement, in which respect it is inconsistent with his first report, consists in his not making Hager's half of the inventory of goods liable to the debts of Hager and Nixdorff, when undoubtedly it was so applicable, and in fact so applied. He supposes that Hager might have sold out, as Nixdorff did, and that if he had done so, his share of the goods would not come into the account.

Let that supposition be carried out. Suppose Smith to have bought them both out for the same sum, on the same agreement, how would it then stand?

Smith would have to pay for Hager and Nixdorff	$45,992 52
And to pay this, he would have collected debts -	$40,376 60
And as half the inventory of goods - -	13,657 87
	54,034 47
	45,992 52
And would have left the surplus of - -	$8,041 95

He would then have for the $5,000 to each of them, that is $10,000, this surplus of $8,041 95, and the uncollected debts, $8,319 58.

Suppose all the uncollected debts bad, and to be lost without his default; still he would lose by his speculation nothing but the difference between $10,000 he paid them, and the $8,041 95 surplus he received; that is, less than $2,000.

Now, on what pretence can he claim more than the half of this from either of them, when this is all he could claim from both if he had bought out both?

And if he bought, running the risk as to how it might turn out, with no agreement on their part to refund, how could he claim any thing?

Now make another supposition.

Suppose Nixdorff had not sold out to Smith, and their affairs had been brought to the same results; then Nixdorff and Hager would have had to pay their debts—the same means, viz: the debts due them and the goods in the inventory, and these would have left them the same surplus of $8,041 95, after paying all their debts, and the debts still uncollected of $8,319 58. Each would have had an equal interest in the goods and in the debts due to them, but their goods, as well as their debts due them, would have been alike applicable to the payment of their joint debts, and the whole amount of each would be taken into the account.

Each, therefore, on a settlement of their affairs thus brought to a close, would have half the surplus above stated, and half the uncollected debts.

Now, if Smith bought out either of them, how can he have any thing more?

He must take the shoes of the man he has bought out, and the same settlement must take place between him and the other, that would have taken place between the original partners if neither had sold out.

For the errors as above shewn, and in the paper A, the defendant excepts; and, also, for that the said report is contrary to the instructions of the court and the justice of the case, and a violation of the contract of the parties.

F. S KEY, for Nixdorff.

18th January, 1840.

On the back of this exception the following endorsement is made:

F. S. Key remarks in objection to the Auditor's last report:

The error in this last report to which I except, is the taking but half the inventory into the account, when clearly the whole of it was applicable, and in fact applied to the payment of the debts of Hager and Nixdorff. The within views are intended to shew the error.

F. S. KEY, for Nixdorff.

18 January, 1840.

Whereupon the court made the following decree in the premises, to wit:

Decree of Court.

SMITH, *vs.* NIXDORFF.

In this case the court overrules the exceptions, and confirms the Auditor's last report; and the case being set for hearing this 20th day of January, eighteen hundred and forty, and the same having been heard and considered, it is ordered and decreed, that the injunction be made perpetual, except for the balance of $233 85, as stated in the Auditor's last report, as to which sum it is dissolved.

By order of the court:

Teste:

WM. BRENT, *Clerk*.

20th January, 1840.

Appeal prayed.

And thereupon the said Tobias Nixdorff, by his solicitor, aforesaid, prayed an appeal from the judgment and decree aforesaid, made by the court in the premises to the Supreme Court of the United States; and to him it is granted.

Whereupon, he filed in court here the following appeal bond, to wit:

Copy of Appeal Bond.

Know all men by these presents, that we, Tobias Nixdorff, John Medtart, and James Getty, are jointly and severally held and firmly bound unto Lewis Smith, in the full and just sum of two hundred dollars, current money, to be paid to the said Lewis Smith, his certain attorney, heirs, executors, administrators, or assigns; to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors, and administrators, jointly and severally,

firmly by these presents. Sealed with our seals, and dated this 28th day of January, in the year 1840.

Whereas lately at a circuit court of the District of Columbia, sitting as a court of equity for Washington county, in a cause wherein the said Lewis Smith was complainant, and the said Tobias Nixdorff was defendant, a decree was rendered against the said defendant, and he having entered an appeal to the Supreme Court of the United States: Now, the condition of the above obligation is such, that if the said Tobias Nixdorff shall prosecute his appeal to effect, and answer all damages and costs if he fails to make his plea good, then the above obligation to be null and void, otherwise to be and remain in full force and virtue.

TOBIAS NIXDORFF, [SEAL.]
JOHN MEDTART, [SEAL.]
JAMES GETTY. [SEAL.]

Signed, sealed, and delivered, in the presence of
DANIEL BIXLER,
GEOEGE B. JANTZ.

And the same being approved of, it is ordered, that a record of the proceedings aforesaid, with all things thereunto relating, with the citation, be transmitted to the said Supreme Court of the United States; which is done accordingly.

Clerk's Certificate.

In testimony whereof, I have hereunto subscribed my name, and [L. S.] affixed the seal of the said court, this 12th day of February, 1840.

W. BRENT, *Clk.*

SUPREME COURT OF THE UNITED STATES.

No. 44.

THE UNITED STATES, APPELLANTS,

vs.

PEDRO MIRANDA ET AL.

ON APPEAL FROM THE SUPERIOR COURT OF EAST FLORIDA.

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S. D. Langtree, Print.

Before the Honorable Isaac H. Bronson, Judge of the Superior Court for the District of East Florida, and specially authorized by law to receive and adjudicate claims and titles to land within said District.

Be it remembered, that on the ninth day of May, in the year of our Lord one thousand eight hundred and twenty-nine, Pedro Miranda, James B. Murray, Henry M. Van Solingen, Ferris Pell, Enoch Weswall, David B. Ogden, Thomas R. Mercein, Lambert Suydam, Moses Jaques, Henry Eckford, John Lee, John Drysdale, and Michael Lazarus, by their solicitor, John Drysdale, brought and filed in the clerk's office of the superior court for the district of East Florida, their petition or claim to certain land therein mentioned; which said petition or claim is in the words and figures following, to wit:

Petition to the Court.

To the Honorable Joseph L. Smith, Judge of the Superior Court for the Eastern District of Florida.

The petition of Pedro Miranda, a subject of his Catholic majesty the King of Spain, and of James B. Murray, Henry M. Van Solingen, Ferris Pell, Enoch Weswall, David B. Ogden, Thomas R. Mercein, Lambert Suydam, Moses Jaques, Henry Eckford, John Lee, John Drysdale, and Michael Lazarus, citizens of the United States, respectfully sheweth:

That your petitioners claim title, according to their several interests, hereinafter particularly set forth, to all that certain tract or parcel of land, containing eight leagues square, equal to three hundred and sixty-eight thousand six hundred and forty acres, situate, lying, and being on the waters of Tampa and Hillsborough bays, in the eastern district of the Territory of Florida, and within the jurisdiction of this honorable court; that the said land was granted in full and absolute property, by the Spanish Government to your petitioner, the aforesaid Pedro Miranda, who was, at the time the said land was so granted to him, a subject of his majesty the King of Spain, and a resident inhabitant of East Florida, then a province and dependency of the Crown of Spain; that the said grant was duly made, on or about the twenty-sixth day of November, one thousand eight hundred and ten, by Don Enrique White, then the governor of the said province, in virtue of the powers and authority in him vested as such governor; all which will more fully and at large appear by the said grant, reference being thereto had; and your petitioners pray that the said grant, a copy whereof is hereto

annexed, marked Exhibit A, may be taken as a part of this their petition. Your petitioners show that the said tract or parcel of land has been divided and laid off into townships of twenty-three thousand and forty acres each; that the said division of the said land into townships, as aforesaid, was made by one Charles Vignoles, in the year one thousand eight hundred and twenty-one; the said Charles Vignoles then being a surveyor of East Florida.

Your petitioners further show unto your honor, that the said James B. Murray claims title to seventeen thousand two hundred and eighty acres, part and parcel of the said tract of land, so granted as aforesaid to the said Pedro Miranda, and part and parcel being three-fourth parts of township number seven, on the said map of Charles Vignoles; which said township, consisting of twenty-three thousand and forty acres, was, by indenture, bearing date the thirteenth day of February, one thousand eight hundred and twenty-three, granted, bargained, and sold by the said Pedro Miranda to the said James B. Murray, in fee simple, absolute, for a full and valuable consideration paid by him to the said Pedro Miranda, as by the said indenture will more fully and at large appear, reference being thereto had; and your petitioners pray that the said indenture, a copy whereof is hereto annexed, marked Exhibit B, may be taken as a part of this their petition.

And your petitioners further show, that your petitioner, Ferris Pell, claims title to five thousand seven hundred and sixty acres, part and parcel of the said tract of land so granted as aforesaid to the said Pedro Miranda, and part and parcel being one-fourth part of the aforesaid township seven, so granted and conveyed as aforesaid to the said James B. Murray; which said fourth part of the said township was, by indenture, bearing date the seventeenth day of October, one thousand eight hundred and twenty-five, granted, bargained, and sold by the said James B. Murray, and Maria his wife, in fee simple, absolute, to the said Ferris Pell, for a full and valuable consideration paid by him to the said James B. Murray, as by a reference to the said last mentioned indenture will more fully and at large appear; and your petitioners pray that the said indenture, a copy whereof marked Exhibit C, and hereto annexed, may be taken as a part of this their petition.

And your petitioners further show unto your honor, that your petitioner, the aforesaid David B. Ogden, claims title to twenty-three thousand and forty acres, part and parcel of the aforesaid tract of land, so granted as aforesaid to the said Pedro Miranda, being township number fifteen on the aforesaid map of Charles Vignoles; and which were, by indenture, bearing date the twenty-third day of November, one thousand eight hundred and twenty-two, granted, bargained, and sold by the said Pedro Miranda to the said David B. Ogden, in fee simple, absolute, for a full and valuable consideration paid by him to the said Pedro Miranda, as by the said indenture will more fully and at large appear, reference being thereto had; and your petitioners pray that the said indenture, a

copy whereof, marked Exhibit D, is hereto annexed, may be taken as a part of this their petition.

And your petitioners further show unto your honor, that your petitioner, the aforesaid Henry M. Van Solingen, claims title to five thousand three hundred and twenty-eight acres, part and parcel of the aforesaid tract of land so granted as aforesaid to the said Pedro Miranda; the said five thousand three hundred and twenty-eight acres being part of township number eight, on the aforementioned map; which said township, or twenty-three thousand and forty acres, were granted, bargained, and sold in fee simple, absolute, to one Enoch Weswall, by the said Pedro Miranda, by indenture, bearing date the eighth day of May, one thousand eight hundred and twenty-three, as by a reference to the said indenture will more fully and at large appear; and your petitioners pray that the said indenture, a copy whereof is hereto annexed, marked Exhibit E, may be taken as a part of this their petition. And the aforesaid five thousand three hundred and twenty-eight acres were, by the said Enoch Weswall, by indenture, bearing date the twenty-first day of October, one thousand eight hundred and twenty-eight, granted, bargained, and sold in fee simple, absolute, to the said Henry M. Van Solingen, for a full and valuable consideration by him paid to the said Enoch Weswall, as by the last mentioned indenture will more fully and at large appear, reference being thereto had; and which your petitioners pray may be taken as a part of this their petition; a copy of said indenture being hereto annexed, and marked Exhibit F.

And your petitioners further show unto your honor, that your petitioners, the aforenamed Thomas R. Mercein, Moses Jaques, and Lambert Suydam, claim title to two thousand eight hundred and eighty acres, part and parcel of the aforesaid tract of land, so granted as aforesaid, to the said Pedro Miranda; the said two thousand eight hundred and eighty acres, part and parcel of the aforesaid tract of land, so granted as aforesaid, to the said Pedro Miranda, and being part and parcel of township number eight on the aforesaid map; which said township number eight was, by the said Pedro Miranda, by the aforesaid indenture, bearing date the eighth day of May, one thousand eight hundred and twenty-three, granted, bargained, and sold as aforesaid, in fee simple, absolute, to the aforenamed Enoch Weswall, and were, by the said Enoch Weswell, by indenture, bearing date the eighth day of July, one thousand eight hundred and twenty-three, granted, bargained, and sold in fee simple, absolute, to one Samuel Whiting, as will more fully and at large appear by a reference to the said indenture, a copy whereof, marked Exhibit G, is hereto annexed; and were, by the said Samuel Whiting, by indenture, bearing date the twenty-sixth day of July, one thousand eight hundred and twenty-seven, granted, bargained, and sold in fee simple, absolute, to the said Thomas R. Mercein, Moses Jaques, and Lambert Suydam, for a full and valuable consideration paid by them to him therefor; as by the

said last mentioned indenture, reference being thereto had, will more fully and at large appear; which indenture, a copy whereof, marked Exhibit H, is hereto annexed, your petitioners pray may be taken as a part of this their petition.

And your petitioners further show, that the said Thomas R. Mercein, Moses Jaques, and Lambert Suydam, claim title to other fifteen hundred acres, part and parcel of the said tract of land so granted as aforesaid to the said Pedro Miranda; the said fifteen hundred acres being part of the aforesaid township number eight, which said township was, by the said Pedro Miranda, granted, bargained, and sold, as is hereinbefore mentioned, to the aforesaid Enoch Weswall, and were, by the said Enoch Weswall, by indenture, bearing date the 28th May, 1823, granted, bargained, and sold in fee simple, absolute, to one Joseph F. White, and were, by the said Joseph F. White, by indenture, bearing date the sixth day of June, one thousand eight hundred and twenty-three, which your petitioners pray may be taken as a part of this their petition, granted, bargained, and sold in fee simple, absolute, to one Samuel Whiting, as by the said last mentioned indenture, reference being thereto had, will more fully and at large appear, a copy whereof, marked Exhibit I, is hereto annexed; and were, by the said Samuel Whiting and Hannah B. his wife, by indenture, bearing date the 26th of July, 1827, which your petitioners pray may be taken as a part of this their petition, granted, bargained, and sold in fee simple, absolute, to your petitioners, the said Thomas R. Mercein, Moses Jaques, and Lambert Suydam, for a full and valuable consideration, paid by them to him therefor, as will more fully and at large appear by the said last mentioned indenture, reference being thereto had, a copy whereof, marked Exhibit J, is hereto annexed.

And your petitioners further show unto your honor, that your petitioner, the aforesaid Enoch Weswall, claims title to ninety-three thousand nine hundred and seventy-two acres, part and parcel of the said tract of land so granted as aforesaid to the said Pedro Miranda; that township number ten, on the aforesaid map, or twenty-three thousand and forty acres, part of the said ninety-three thousand nine hundred and seventy-two acres were, by the said Pedro Miranda, by indenture, bearing date the eleventh day of January, one thousand eight hundred and twenty-three, granted, bargained, and sold to the said Enoch Weswall in fee simple, absolute, for a full and valuable consideration paid by him to the said Pedro Miranda, as by a reference to the said indenture will more fully and at large appear, a copy whereof is hereto annexed, marked Exhibit K; that township number nine (9) on the aforesaid map, or twenty-three thousand and forty acres, other part of the said 93,972 acres were, by the said Pedro Miranda, by indenture, bearing date the 8th day of May, 1823, granted, bargained, and sold in fee simple, absolute, to the said Enoch Weswall, for a full and valuable consideration by him to the said Pedro Miranda paid therefor, as will more fully and at large appear by a

reference to the said last mentioned indenture, a copy whereof is hereto annexed, marked Exhibit L; that township number eight, on the aforesaid map, of which thirteen thousand three hundred and thirty-two acres remain unsold by the said Enoch Weswall, and are part of the said 93,972 acres were also, by the said Pedro Miranda, granted, bargained, and sold in fee simple, absolute, by the aforementioned indenture, bearing date the 8th day of May, 1823, to the said Enoch Weswall, for a full and valuable consideration paid by him to the said Pedro Miranda for the same, as will fully and at large appear by the said last mentioned indenture, reference being thereto had; and that one undivided sixth part of each of the townships on the said map, numbered one, two, three, four, five, six, twelve, and thirteen, and sixteen, equal to thirty-four thousand five hundred and sixty acres, other part of the said 93,972 acres, were, by the said Pedro Miranda, by indenture, bearing date the tenth day of December, one thousand eight hundred and twenty-seven, granted, bargained, and sold to the said Enoch Weswall in fee simple, absolute, for a full and valuable consideration paid by him to the said Pedro Miranda therefor, as, by a reference to the said last mentioned indenture, will more fully and at large appear, a copy whereof, marked Exhibit M, is hereto annexed; and your petitioners pray that the said conveyances to the said Enoch Weswall, may be taken as a part of this their petition.

And your petitioners further show unto your honor, that your petitioner, the aforenamed Henry Eckford, claims title to forty-six thousand and eighty acres, part and parcel of the aforesaid tract of land, so granted as aforesaid to the said Pedro Miranda; that the said 46,080 acres, are townships number eleven and fourteen, on the aforesaid map, and were, by the said Pedro Miranda, by indenture, bearing date the day of November, 1822, granted, bargained, and sold to the said Henry Eckford in fee simple, absolute, for a full and valuable consideration therefor, paid by him to the said Miranda, as by the said indenture, reference being thereto had, will more fully and at large appear; and your petitioners pray that the said indenture, a copy whereof, marked Exhibit O, is hereto annexed, may be taken as a part of this their petition.

And your petitioners further show unto your honor, that your petitioner, John Drysdale, claims title to ten thousand acres, part and parcel of the said tract of land, so granted as aforesaid, to the said Pedro Miranda; which said ten thousand acres are part of township number six, on the aforesaid map; and were, by the said Pedro Miranda, by indenture, bearing date the eighth day of December, one thousand eight hundred and twenty-four, granted, bargained, and sold to the said John Drysdale, in fee simple, absolute, for a full and valuable consideration, paid by him to the said Pedro Miranda, as will more fully and at large appear by the said indenture, reference being thereto had; a copy whereof, marked Exhibit P, is hereto annexed; and your petitioners pray, that the said indenture may be taken as a part of this their petition.

And your petitioners further show unto your honor, that your petitioner, John Lee, claims title to five thousand acres, part and parcel of the said tract of land, so granted as aforesaid, to the said Pedro Miranda; which said five thousand acres of land were, by indenture, on, or about the eighth day of December, one thousand eight hundred and twenty-five, granted, bargained, and sold to one John Rodman in fee simple, absolute, by the said Pedro Miranda; and were afterwards, by the said John Rodman, by indenture, bearing date the day 1828, granted, bargained, and sold in fee simple, absolute, to the said John Lee, as by a reference to the two last mentioned deeds of indenture, will more fully and at large appear, reference being thereto had; and they are hereto annexed, and marked Q and R.

And your petitioner, the said Michael Lazarus, claims title to thirty-four thousand five hundred and sixty acres, part and parcel of the aforesaid grant of land, and comprised within townships number one, two, three, four, five, six, twelve, thirteen, and sixteen, belonging to said tract of land, originally granted to Don Pedro Miranda, as aforesaid, and which were conveyed by the said Pedro Miranda to Joseph Delespine, by a conveyance bearing date the day of , one thousand eight hundred and twenty, of two equal, undivided seventh parts, equal in quality with the residue of the aforesaid tract of land so granted to the said Pedro Miranda as aforesaid; and by the said Joseph Delespine, conveyed to your petitioner, the said Michael Lazarus, by indenture, bearing date the fifteenth day of February, one thousand eight hundred and twenty-six, for a full and valuable consideration paid by your petitioner to the said Joseph Delespine.

And your petitioners further show unto your honor, that your petitioner, Pedro Miranda, claims title for himself and for the benefit of all others claiming under him, to all the said tract of land so granted to him, as aforesaid, consisting of three hundred and sixty-eight thousand six hundred and forty acres.

And your petitioners further show unto your honor, that your petitioner, the said Pedro Miranda, duly submitted a claim for the whole of said lands, so granted to him as aforesaid, as well for the benefit of those claiming under him as for himself, to the examination of the board of commissioners appointed under, and in virtue of an act of the Congress of the United States entitled "An amending and supplementary to the act for the ascertaining claims and titles to lands in the Territory of Florida, and to provide for the survey and disposal of the public lands in Florida," passed the third of March, 1823.

And your petitioners further show, that the lands so claimed by them, as aforesaid, and situated within the Territory of Florida, as aforesaid, are embraced by the treaty between Spain and the United States, of the twenty-second of February, one thousand eight hundred and nineteen; that the grant thereof, has not been annulled by the said treaty, or by the ratification thereof by the King of Spain;

that the claim thereto, has not been decided or finally settled under the provisions of the act of the Congress of the United States, entitled "An act supplementary to the several acts, providing for the settlement and confirmation of private land claims in Florida," passed the 23d May, 1828, or of any of the acts to which the said last recited act is supplementary; that the claim of your petitioners contains a greater quantity of land than the commissioners appointed under the said act were authorized to decide, and above the amount confirmed by the aforerecited act of Congress, passed the 23d of May, 1828; and that the said claim, for the said lands has not been reported by the said commissioners appointed under any of the aforesaid acts, or any other, or by the register and receiver, acting as such, under the several acts of Congress of the United States in that case made and provided, as antedated or forged.

Wherefore, your petitioners pray, that the validity of their respective titles to the said lands, so severally and respectively claimed by them as aforesaid, may be enquired into, and decided upon by this honorable court. And your petitioners will, as in duty, &c.

JNO. DRYSDALE,
Ator'y for Pet's.

A copy of the foregoing petition, with a citation thereto annexed, was delivered to the marshal of this district, to serve on the attorney of the United States for the same district; and the return of the said marshal thereon, is in the words and figures following, to wit:

Served copy on Thomas Douglas, Esq., United States' attorney, 21st May, 1829.

WATERS SMITH, *Marshal.*

And afterwards, to wit, on the sixth day of August, in the year of our Lord one thousand eight hundred and twenty-nine, Thomas Douglas, Esq., United States attorney for the district of East Florida, brought and filed in the clerk's office aforesaid, his answer to the said petition; which said answer is in the words and figures following, to wit:

Answer of United States Attorney.

SUPERIOR COURT, *November Term*, 1829.

THE UNITED STATES OF AMERICA } *ads.* PEDRO MIRANDA and others. }

The answer of Thomas Douglas, United States attorney for the district of East Florida, to the petition or bill of complaint of Pedro Miranda, James B. Murray, Henry M. Van Solingen, Ferris Pell, Enoch Weswall, David B. Ogden, Thomas R. Mercein, Lambert Suydam, Moses Jaques, Henry Eckford, John Lee, and John Drysdale. The said attorney, in the name and for, and on behalf of the same United States, saving and reserving to them now, and at

all times hereafter, all, and all manner of benefit of exception to the manifold errors, defects, and irregularities in the said petition or bill of complaint contained, for answer thereunto, or unto so much thereof, as it is material and necessary for them to answer unto, answereth and saith:

That he has no knowledge that any such tract or parcel of land, containing eight leagues square, equal to three hundred and sixty-eight thousand six hundred and forty acres, situated upon the waters of Hillborough and Tampa bays, in the province of East Florida, was ever granted by the Spanish Government to the said Pedro Miranda, in full and absolute property, or that any such grant was duly made, on or about the twenty-sixth day of November, one thousand eight hundred and ten, or at any other time, by Enrique White, then the governor of said province to the said Pedro Miranda, as is in the said petition or bill of complaint, alleged and set forth, or of the said lands having been divided or laid off into townships, as is in the said petition or bill of complaint stated, or of the making and execution of the said document, a copy of which, marked as Exhibit (A,) and made a part of said petition or bill of complaint, or of the rendering of the services therein mentioned by the said Pedro Miranda, to the said Spanish government, or of the making and execution of the said several deeds, conveyances, or indentures in the said petition or bill of complaint mentioned; copies of which are severally marked as Exhibits B. C. D. E. F. G. H. I. J. K. L. M. O. P. Q. and R, and made a part of said petition or bill of complaint, and cannot, therefore, either admit or delay the same; but respectfully prays this honorable court to require of the said petitioners due proof of the making and execution of the said grant; [if any such was ever made;] and, also, of the making and execution of the said document, and of the performance of the said services by the said Pedro Miranda to, and for the said Spanish Government, as in said document alleged; and particularly in what said services consisted; and when, where, and upon what occasion, and by whose order, or at whose instance and request said services were performed, if any such services were performed by him; and, also, of the making and execution of the said several deeds, conveyances, or indentures so made, exhibits as aforesaid; and of all the matters and things in the said petition or bill of complaint thereof, or of either of them alleged and set forth, and of the matters and things therein contained, as they are in the said petition or bill of complaint stated according to law and the usages of courts of equity.

And this respondent avers, that if any grant was ever made to the said Pedro Miranda for the above mentioned tract of land, [which is by no means admitted]—it was made by the Spanish Government, or authorities of East Florida, or by the said Governor White, and not by the King or Government of Spain; and that it was made contrary to, and in violation of the laws, ordinances, and

royal regulations of the said Government of Spain, which were in force in the said province of East Florida, at the time when the said supposed grant is alleged to have been made, and without any power or authority on the part of the said Governor White, or the said government or authorities of East Florida to make it, as will more fully appear by reference to the said laws, ordinances, and royal regulations, which this respondent prays leave to introduce and read on the hearing of the cause; and this respondent denies that any power had been conferred upon or vested in the said Governor White, or the said government or authorities of East Florida, by the said Government of Spain, at the time when the said supposed grant is alleged to have been made, to make grants of land in East Florida aforesaid, of the magnitude and description of the one now claimed by the petitioners aforesaid, in this suit; and that, if said grant was made by the said Governor White, or the said government or authorities of East Florida as aforesaid, it was never approved by the King of Spain, and that it was, and is wholly null and void; and this respondent further prays, that the said petitioners may be required to show and prove the specific powers which have been conferred [if any had been conferred] upon the said Governor White, or upon the said government or authorities of East Florida, at the time when the said supposed grant is alleged to have been made as aforesaid, to make grants of land in East Florida; and that they more particularly be required to show and prove the specific power which the said government or authorities of East Florida, or the said Governor White claims to act in making the said supposed grant, [if, indeed, any such was ever made, which is not admitted.] And this respondent admits that he has seen a document in the office of the keeper of the public archives, of the district of East Florida, of which Exhibit (A,) to the said petition or bill of complaint, annexed, purports to be a copy, on which said document, this respondent has understood, that the said petitioners rely in support of their said claim to the tract or parcel of land aforesaid, which said document, or so much thereof, as is called and pretended to be a decree of the said Governor White, granting the said land to the said Pedro Miranda, this respondent is advised and believes, is not genuine or authentic; and this respondent farther saith, that the said Governor White was very particular, and acted with great caution, prudeuce, and circumspection in making grants of land, and that he never granted away any of the public domain, except when an obvious benefit would result to the Government of Spain from so doing, or where imperious necessity or justice required it; and that, whenever he made a royal grant, he was very particular indeed, in observing a certain formality in the execution thereof, and especially in setting apart in a formal manner, in the grant itself, the land so granted, from the national domain, and in signing the grant or decree, in an uniform hand, with black ink, and with his name in full, Enrique White, as will more fully appear, by reference to every royal grant

made by the said Governor White, during his administration of the government of said province of East Florida, and now on file in the public archives of said province, unless the document aforesaid was made by him; all of which, this respondent prays leave to introduce and exhibit as evidence on the hearing of this cause; and this respondent farther saith, that in the said document of which said Exhibit A, parports to be a copy as aforesaid, no such formality is observed, as setting apart the land [so pretended to have been granted as aforesaid] from the public domain; and that the said paper or document is signed White with pale ink, and bears upon the face of it, marks of a very recent origin, as will more fully by an inspection of the said document, which this respondent prays, that the said petitioners may be required to produce and exhibit in this court, if they intend to rely thereon, as aforesaid; and farther, that it is alleged in said petition or bill of complaint, that the said supposed grant was made in consideration of the services which are enumerated in the said Exhibit, marked (A) And this respondent avers, that even if the said services were performed to the fullest extent, [which he by no means admits, but requires proof thereof,] they bear no proportion to the magnitude or value of the said supposed grant, but are so entirely disproportionate thereto as to excite just and well founded suspicions of the genuineness of the said supposed grant at the first blush.

And this respondent farther saith, that at the time when the said supposed grant is alleged to have been made as aforesaid, it was and for a long space of time had been the fixed and settled policy of the Government of Spain to parcel out its national domain in reference to the sole object of increasing the population of its provinces, and that according to that policy grants for the purpose of speculation were never tolerated by said government, and that the aforesaid supposed grant was obtained by the said Pedro Miranda, [if obtained at all] for purposes of speculation only as appears by the showing of the petitioners themselves.

And this respondent farther saith, that it cannot be supposed that a man of the known probity, prudence, and circumspection of the said Governor White, [which was proverbial] would have granted away so large a portion of the national domain, including two of the best bays and harbors in Florida, as are Hillsborough and Tampa bays, for purposes of speculation or for services so entirely inadequate, even if he had possessed the most ample power to do so.

And this respondent farther saith, that it was an invariable rule, usage, and custom, sanctioned by the laws of the said Government of Spain, when a petition was presented to any of the authorities of said government, which were authorised to make grants of land, praying a grant or concession of lands, for the said authorities to direct the engineer of the province to report whether the granting of the land petitioned for would lend to impede or obstruct the military defence of the said province, and that in the case of the said

supposed grant, if made as aforesaid, the said laws, ordinances, and royal regulations, and the usages and customs of the said province, especially required, that such a report should be made previous to the making of the said supposed grant; and this respondent farther saith, that no such report was made in relation to the said supposed grant, and that the making thereof would, if it had been made, as is in said petition or bill of complaint alleged and set forth, have greatly impeded and obstructed the military defence of the said province, as the said claim embraces one of the best positions for the military defence of the said province which is to be found in this Territory, to wit, the said Tampa bay, which has been selected by the said United States on account of its fitness for that purpose, and is at this time the scite of a military post.

And this respondent farther saith, that no survey was ever made of the said tract of land previous to the date of the said supposed grant, and that the same having been granted by the said Governor White, [if it was granted at all, as aforesaid,] imprudently and without any reference to the title or occupancy of the said Indians as aforesaid, and without the observance of the due formalities required by the laws, ordinances, and royal regulations aforesaid, and by the usages and customs of said Government of Spain in such cases, and to the injury of the aforesaid government, in the military defences of the said province as aforesaid, was and is entirely null and void, and might for the reasons aforesaid, have been set aside and cancelled by the said Government of Spain, and that it might therefore have been cancelled and set aside by the sovoreign authority of the same United States, and that it of right ought now to be cancelled, set aside, and adjudged, and decreed, to be entirely null and void by this honorable court.

And this respondent farther saith, that if the said supposed grant of land was made by the said Governor White, as is in the said petition or bill of complaint alleged, and if the said Governor White, at the time when the said supposed grant was made, had been invested by the said Government of Spain with competent power and authority to make it, the said Pedro Miranda has ever since the date of the said supposed grant, a period of more than eighteen years last past, wholly failed and neglected to occupy, cultivate, or improve the same, in any way or manner whatever; and farther, that each and all of the aforesaid petitioners who claim under the said Pedro Miranda, have ever since the dates of their respective deeds or conveyances wholly failed and neglected to occupy, cultivate, or improve the same in any way or manner whatever, and that the said Pedro Miranda, and the said petitioners, and each of them, have thereby wholly forfeited and lost all right and title [if any, they ever had] thereto, or to any part or parcel thereof.

And this respondent farther saith, that the said Pedro Miranda, on the sixteenth day of September, in the year of our Lord one thousand eight hundred and seventeen, presented a petition signed by his own hand to Governor Coppinger, reciting and enumerating

the same identical services, for which, if the said supposed grant is genuine, he, the said Pedro Miranda obtained the same, asking a grant of ten thousand acres of land, in which said last named petition, the said Pedro Miranda, after having enumerated the said services alleges, that he never received any gratification therefor, as will more fully appear by reference to the said petition.

And this respondent farther saith and admits, that the said Pedro Miranda, as well for his own benefit as for those claiming title under him, did submit his claim to the said tract of land to the examination of the board of commissioners, in the said petition or bill of complaint mentioned, and this respondent avers, that the register and receiver of the district of East Florida, acting as such board of commissioners, have in substance and effect reported, that the pretended grant aforesaid, antedated and forged, as will more fully appear by reference to their report thereon, a copy of which is hereunto annexed, and made a part of their answer as Exhibit A. This respondent therefore suggests, that this honorable court cannot receive or adjudicate upon said claim, nor excercise any jurisdiction in this case against the United States.

And now having fully answered all the matters and things in the said petition or bill of complaint, contained and alleged, the said attorney prays, that the said United States may be hereof discharged; and that their reasonable costs and charges, by them in and about the defence of this suit, paid, laid out, and expended, may be adjudged and decreed to them, &c.

THOS. DOUGLAS,
United States Attorney, &c.

Replication to Answer.

And afterwards, to wit, on the twelfth day of November, in the year of our Lord one thousand eight hundred and twenty-nine, the said claimants by their said solicitor, brought and filed in the clerk's office aforesaid, their replication to the said answer; which said replication is in the words and figures following, to wit:

IN THE SUPERIOR COURT *for the District of East Florida.*

PEDRO MIRANDA and others
vs.
THE UNITED STATES.

The replication of the petitioners in the above cause to the answer of Thomas Douglas, Esq., attorney for the said United States.

These replicants, saving and reserving to themselves, all and all manner of advantage of exception which may be had and taken to to the manifold errors, uncertainties, and insufficiencies in the answer of the said Thomas Douglas, as attorney as aforesaid, for replication thereto, say, that they do and will aver, maintain, and prove their said petition to be true, certain and sufficient in the law to be an-

swered unto by the said defendant, and that the answer thereto is very uncertain, evasive, and insufficient in the law to be replied unto by these replicants, without that, that any other matter or thing in the said answer contained material or effectual in the law to be replied unto, confessed or avoided, traversed or denied, is true; all which matters and things, these replicants are ready to aver, maintain, and prove, as this honorable court shall direct, and humbly pray as in and by their said bill they have already prayed, &c.

JNO. DRYSDALE,
JOHN RODMAN,
Solicitors for Petitioners.

Exhibit A to the Answer.

And afterwards, to wit, on the eighteenth day of March, in the year of our Lord one thousand eight hundred and thirty, the said Thomas Douglas, United States attorney, as aforesaid, brought and filed in the clerk's office aforesaid, an Exhibit marked A, to be affixed to the foregoing answer and referred to therein; which said Exhibit is in the words and figuers following to wit:

EXHIBIT A.

No. 17. Pedro Miranda, claimant, 368,640 acres of land.

As this is a large grant and one which has been much spoken of, we shall give at length the petition of the party, and the decree of the govenor.

SENOR GOVERNOR: Don Pedro Miranda, second pilot of the launch of the bar of this port, with the most profound respect states to your excellency, that he has had the honor to serve his most Catholic majesty, [whom God preserve] from the year 1798, when he was employed as a rower in said launch; in which capacity he continued, until, by his distinguished merits and skill, he was appointed to his present employment. Furthermore, your excellency well knows the truth of his good management, fidelity, and love of the service of his majesty, proved in divers expeditions, which by order of this government the deponent made in the year 1795, in the rivers of this province when it was ravaged by the rebels, and for such remarkable services, and others laterly performed, to the satisfaction of your excellency; wherefore he prays your excellency to be pleased in recompense of what he has set forth, and in consideration of what be his impoverished situation, to grant him in absolute property eight leagues square, in the royal lands which are on the waters of the bays of Hillsborough and Tampa, in this province, by virtue of the royal orders for the granting of lands gratis to the Spanish subjects; a favor which he hopes to obtain from the justice of your excellency. St. Augustine, Florida, the 19th of November, 1810.

PEDRO MIRANDA.

ST. AUGUSTINE, FLORIDA,
26th November, 1810.

The merits and services which this party sets forth, being well known and established, let there be granted to him on the terms which he solicits, the quantity of land at the points indicated, without injury to a third person; and to authenticate this grant at all times, let a certified copy of this memorial be issued from the secretary's office for his security.

WHITE.

The witnesses examined in this case before the former board of commissioners, are Gabriel W. Perpall, F. Bethune, James Hall, Antonio Alvarez, and B. Segui; the only point upon which their examination goes, is the authenticity of the original, and the signature of Governor White. Perpall, says, that it looks like the signature of White, but he cannot swear to it; that from the finishing of the flourish attached to the name he cannot believe or disbelieve it to be genuine, as the difference might arise from the position in which the writer's hand was placed, or from some other cause; Cavedo, has never seen the governor write and knows nothing about it. Bethune does not think the writing as perfect as Governor White's signature usually was, the governor being remarkable for a great precision therein, but it may nevertheless be his, or it may have been written when he was unwell. When cross examined he says, "the governor died in 1811, and had been indisposed several months before his death, but was not confined to his bed;" that he has seen the governor sign different decrees, some of which were for lands, and some for passports, but neither within a few months before his death; when asked if he had seen Governor White write on any other occasion than those mentioned above, so as to enable him to acquire a knowledge of the governor's handwriting, he answered in the negative; he says furthermore, that the governor, a few years before his death, drank a little hard in the afternoon, though he did not usually transact business at that time; the witness in 1810, lived on the river St. John's, and came occasionally to town. James Hall, was acquainted with the governor from 1798, until 1810, "has often seen him write," when the original was presented to him he says, "the signature of White looks something like the governor's, but witness had never seen any of his writing done so incorrectly as this; that his opinion is formed from the latter letter of the name of White, which appears to have been written lower down than was usual with the governor; that this is the only material difference perceived by the witness, though the whole does not appear so correct as he White, usually wrote." The above witness seems to have been sworn on the part of the United States, and those that follow, are on the part of the claimants. Antonio Alvarez deposes "that he is acquainted with the handwriting of Governor White, that he has been a clerk in his office, in which situation he has often seen him write, that he

entered said office in 1807, and continued there with two slight intermissions, until the change of flags in 1821. When the original concession brought before the board from the office of the public archives, by the keeper thereof, was exhibited to the witness, and he was asked whether he believed the signature "White," to be genuine, he answered simply in the affirmative; when cross examined, he deposes, "that his opinion of the genuineness of the signature is formed both from the signature itself and the flourish immediately under it; he has no particular recollection of the T's, or the E's, in Governor White's name, or the manner in which the first was crossed, or the second joined to it, but from the general appearance of the signature, believes it to be genuine; he does not believe the E is made totally different from the manner in which Governor White usually made it, but it seems closer to the T than Governor White placed it usually; that the governor signed his name with great uniformity, and he considers this signature regular and uniform." The witness knows nothing of the making of this grant; he says, that concessions for land were deposited in the government secretary's office; when asked if it was within his knowledge, that since the time at which this concession was made, it has always been in the said office, he adverted to the date of the concession, and answered in the affirmative. He furthermore deposes, that vacant lands situated at a distance from St. Augustine, were not considered of much value or importance about the year 1810; and to the question of the district attorney, he answers, "that Governer White was always cautious and sparing in granting to individuals any part of the public lands." R. Segui, "is well acquainted with the handwriting of Governor White, having seen him write many times; witness lived in the government notary's office, from whence it was his duty almost every day to carry papers to the governor for his signature; in this office he continued with a few intermissions from the year 1800, to the year 1812 or 1813; when the grant now under adjudication was presented to him, and he was asked whether he believed the signature to be genuine, he answers, that he has no doubt of it." He says further, "that he became acquainted with the existence of this grant a few days after it was made, as he [the witness] drew the memorial at the request of Mr. Miranda, and that the lands situated at such a distance from St. Augustine, as those granted by this concession, were then considered of very little value; "on a question of the district attorney, whether the governors of this then province, were not regulated in the distribution of lands to individuals, more by the principles and rules they had adopted and established for the granting of lands, than the value of the lands granted; the witness answers, "that the governors were regulated in the granting of lands by the merits of the individual, the number of his family or the value of the lands asked for, according to his own discretion."

We have thus given, at full length, the documentary evidence upon which this claim is based, and an abstract of the evidence

taken before the board of commissioners, nearly as long as the depositions themselves, adopting, for the most part, the language of the witnesses; not that we have deemed this testimony at all important to the decision of the case, if our decision was final, but it may be satisfactory to the numerous claimants under the pretended grantee. It seems to us strange that the name of White should be attached to a grant like this, whose uniform practice and unvarying declarations have shown, in the language of the witness Alvarez, "that he was always cautious and sparing in granting to individuals any part of the public lands." There are many letters of Governor White to the superintendant of Cuba; there are many of his decrees and regulations, in all of which he has invariably declared that he would conform to the laws in granting of lands; nay more, he has, by his own act, made those laws more rigorous than they were, and circumscribed, within narrow limits, his own authority. He has said, in his letter to the governor general of Cuba, that the regulations of Quesada were too liberal in granting one hundred acres to the heads of families, and one-half of that quantity to its members; and by his [Governor White's] own decree, he has reduced the relative quantity to fifty and twenty-five acres. If we examine the laws of Spain, we shall see, by the laws of the Indies published in the recent copy of the land laws, page , and in the royal order of 1754, so much spoken of, published in the same book for the first time, page , we shall find, by those laws, that no authority is given for a grant like this. The only subsequent decree upon the subject of land, which we have been enabled to discover, is the royal order of 1790 made specially for this province; that order applies exclusively to foreigners, and it was a matter of courtesy on the part of the governor to extend its provisions to the native subjects of Spain. It has been contended that, by the provisions of that order, there is no fixed quantity of acres named to which the party should be entitled; or, in other words, the power of the governors upon that subject is left without limit, without adverting to the many declarations of his Catholic majesty made in his royal orders of date, both previous and subsequent, that lands should be granted in proportion to the workers of a family, or, in other words, that no man should have granted to him more lands than he could cultivate; and, furthermore, that lands should only be given for the sake of cultivation and improvement, and not for the sake of speculation. We might admit, for the sake of argument, that the quantity to be granted was left only to the governor's discretion. That discretion has been exercised by Governor Quesada, in the first place, and afterwards by Governor White. This last governor, in his letter to the Marquis de Someruelos, the captain general of Cuba, dated 15th October, 1803, uses these words: "My predecessor has assigned one hundred acres of land to the fathers of families, and fifty to each child or slave, whether full grown or small, a quantity really excessive, and could only have taken place at a time in which there were few strangers who

came in solicitude of lands; but at present there are many who come, and, consequently, there would result the greatest injury in the improvement of the province, unless said number of acres be diminished on account of its being more than one individual can cultivate in a year, even divided into three parts for the purpose of giving rest to the lands; which circumstance I have had also present for the deduction which has been made." After this, it is impossible for us to believe that Governor White, either before or after dinner, ever made a grant of 368,640 acres of land to any individual whatever. The grantee cannot claim the land under the laws of the Indies, or the royal orders of 1754 or 1790; and we know of no authority vested in the Spanish governor, before the year 1815, to make a grant to any individual for services, however much more than Governor W. that governor might have been disposed to be liberal. If we look at the grant itself, and take the claim and merits of Miranda as set forth by himself to be true, how contemptible and ridiculous do they seem when viewed as a basis for a grant like this. P. Miranda, second pilot of the launch of the bar of this port, promoted, by his distinguished merits and skill, from a common rower on board of said launch, claims a principality as his reward. In addition to high services as pilot and rower, he represents that he has made some magnificent expeditions in the rivers of this province; and then, for his services and poverty, modestly begs for eight leagues square, by virtue of the royal orders for the granting of lands gratis to Spanish subjects. We will not pronounce this grant a forgery, and thus debar the party of the rights which he may have acquired by the law of 23d May, 1828. We are prevented from this by the deposition of Segui and Alvarez; but we think it our duty to say that we view any grant, purporting to be made by Governor White to a larger amount than is prescribed by the royal orders, and by his own regulations, as extremely suspicious. We consider him the most correct governor who has ever presided in East Florida—the most strictly observant of the laws, and the most parsimonious of the public lands; and we do firmly believe that if his example had been followed by his successors, and if his name had never been signed after his death, there would be now no confusion in the land titles of East Florida. We, furthermore, believe that, previous to the year 1803, Governor White never made a grant of land more extensive than that prescribed by the regulations of Quesada, nor, subsequently to that period, more extensive than was permitted by his own. We do not believe that he has ever yet made a grant for services, nor for any thing other than head rights; that he has never made a grant, when living, of 20,000 acres to one individual, whatever he may have done since dead; and that he never made a grant within the Indian boundary, within which limit this land then lay. It is true, that the original of this document or claim has been found in the office of the public archives; but it is a matter of history that the papers now deposited there were, for a

long time after the change of flags, most loosely kept and guarded, and it was a matter of equal facility to take a paper out or smuggle it in. From the best evidence we have been enabled to acquire upon the subject, it appears to the board that there were two offices at this place under the Spanish Government. The escribano's office, which was regularly kept in books stitched together in consecutive pages, with all the records closely following each other, so as to make it extremely difficult to interpolate a grant. For the records of this office, we have a high respect; it seems to have been a place where all grants were recovered when fully matured. The other, the office of the government secretary, was of a different character: here all the papers were in loose and detached sheets, easy to have been taken away, or to have had a forged document thrust among them, without the power of detection. This is the office in which all the memorials for lands, with the inchoate decree of the governor, was first thrown; and it does not appear to the board that these first decrees do in no case amount to a grant, but barely give to the applicant the right to become a settler upon the performance of all the conditions imposed by the law. We will give an exemplification of our ideas. A. B., upon coming into the province, if he is a new settler, writes his memorial to the governor, and applies for 50,000 acres of land; the governor says, "let it be granted until, according to the number of his family, the portion to which he is entitled is allotted to him." This paper is thrown into the governor's secretary office, and, as we conceive, is itself no record, and conveys no title. It is a bare permission to the applicant to settle in the country, and to receive his lands, if he shall take the oath of allegiance; 50,000 acres, if he has workers enough to justify the grant; and 500, if, by the number of his family, he is entitled to no more. It will not be pretended that the party could claim the lands thus granted if he never afterwards took the oath of allegiance; nor can it be pretended that, by the mere grant as above supposed, the 50,000 acres are conveyed until some subsequent step is taken by the party to consummate his title. In addition to the oath of allegiance, he was required to swear the number of his workers; and when this was done, according to the number of his workers was the quantity granted, and subsequently surveyed by the public surveyor. Then it was that the documents were all transferred to the office of the escribano, fairly written out in books of records, and entitled to the fullest confidence; but the loose papers in the governor's secretary's office, the first memorial and decree, such as we have just described it, do not seem to have conveyed any title—to have been considered any record, or worthy of any preservation. It was over this last office that Thomas Aguilar presided; it is from this office that so many monstrous grants have emanated; it is from this office that the originals of Thomas de Aguilar's certificates of grants are lost; and it is in this office that the original of the grant before us is to be found. It may be as well from the loose manner in which these documents in the

governor's secretary office were kept, as from the little faith to be attached to Aguilar's certificates, that so many of the originals of those certificates are lost; and if the view which we have taken of this matter be correct, Aguilar may have been a meritorious officer, his certificates perfectly genuine, and the grants which are pretended to be conveyed by them of no validity. It is possible that, after making the application for the lands as certified by Aguilar, the party, unable or unwilling to comply with the conditions, had abandoned his intention of becoming a Spanish subject and a Spanish grantee; and yet, having scrupulously preserved the certificate of Aguilar, given at the time when the original, known to be of no value, was thrown away, has come before this board, since the change of flags, and applied for the lands; and such a case, if it were not for the "grant in absolute property," might we deem this of Miranda's to be. If he had asked for ten leagues square of Governor White, and the governor had said "let it be done in proportion to his family," and Miranda had proved that he had 1,000 negroes, or a thousand children, Miranda would have been entitled to the amount, however large, which by the regulations he could claim for them; but, as he had proved neither the one or the other, and has never surveyed the land, even if the grant be genuine, he can take nothing by a title like this.

NOTE.—The foregoing report may be found in the report of the register and receiver of East Florida, for the year 1828, No. 17, from page 95 to 100, inclusive.

Hearing Commenced.

And afterwards, before the superior court for the district of East Florida, holden at the court house in the city of St. Augustine, at the term of October, in the year of our Lord one thousand eight hundred and thirty-two, to which term this cause had come by regular continuance, to wit, on Monday the first day of said term, and the twenty-second day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the United States, and this claim came on to be heard this day, and the petition of the said claimant, with the answer of the attorney of the United States thereto, together with the replication of the said claimants were read to the court; and the counsel for the claimants proceeded to offer their evidence in this cause, but the court not having sufficient time to go further into the hearing of this cause, the further hearing thereof was postponed till to-morrow

morning at 10 o'clock. The counsel for the United States moved the court for a subpœna *duces tecum*, directed to Antonio Alvarez, keeper of the public archives, requiring him to appear in court forthwith, and to bring with him "all concessions or grants made by Governor White in the year 1810, and up to his death in 1811, to which the signature of said governor is affixed; also the original grant or concession to Pedro Miranda for eight leagues square of land." Which is ordered accordingly.

And on the same twenty-second day of October, in the year aforesaid, the counsel for the said claimant offered in evidence the following document, being a translation from a certified copy of the original, as proof of the grant to Miranda in this case, to the receiving of which the counsel for the United States objected, alleging that the original should be produced, and its execution; which objection was overruled by the court, and the copy admitted in evidence.

Grant to Miranda.

TRANSLATION.

His Excellency the GOVERNOR:

Don Pedro Miranda, second pilot of the launch of the bar of this port, with the most profound respect represents to your excellency:

That he has the honor to serve his Catholic majesty [whom may God preserve] from the year 1798, when he was employed as rower of the said launch, in which capacity he remained until he was promoted to his present post, on account of his known merits and experience. Moreover, your excellency well knows the veracity of his good conduct, fidelity, and devotion to the service of his majesty, of which he has given proofs in various expeditions, which by order of this government, your petitioner undertook along the water courses of this province, when it was overrun by rebels; and as for so distinguished services and others rendered to the satisfaction of your excellency, your petitioner has not received any compensation whatever; and as he finds himself in a penurious condition, and without any other expectations but from the protection of your excellency; therefore, he supplicates your excellency to be pleased, in remuneration of all which he has represented, and in consideration of his present destitute situation, to grant to him in absolute property, a square of eight leagues in the royal lands which are found on the waters of Hillsborough and Tampa bays, in this province, in virtue of royal orders on the subject of granting lands gratuitously to Spanish subjects; which favor your petitioner hopes to receive from the justice of your excellency. St. Augustine of Florida, 19th November, 1810.

PEDRO MIRANDA.

Decree.

ST. AUGUSTINE OF FLORIDA, *26th November*, 1810.

The merits and services alleged by this party being well known to this government, I grant to him in the terms which he solicits, the said quantity of land in the places which he indicates, without prejudice to a third party; and as a proof of this grant to be shown at all times, let a certified copy of this proceeding be issued to him from the secretary's office for his security.

WHITE.

St. Augustine, 2d October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

Hearing Continued.

And afterwards, at the same term of October, in the year of our Lord one thousand eight hundred and thirty-two, to wit, on Tuesday, the second day of said term, and the twenty-third day of said month, the following entry of record was made in the cause, to wit:

PEDRO MIRANDA and others
against
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the said United States, and the court proceeded in the hearing of this cause, and the original grant or concession in this cause, brought into court by the keeper of the public archives for East Florida, under a subpœna *duces tecum* from this court, was offered by the counsel for the said United States, and received in evidence without objection by the counsel for the said claimants. George I. F. Clarke was then called and sworn as a witness on behalf of the said United States, and his testimony taken.

Hearing Continued.

And afterwards, at the same term of October, in the year of our Lord one thousand eight hundred and thirty-two, to wit, on Wednesday the third day of said term, and the twenty-fourth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the said United States, and the court proceeded in the

further hearing of this cause, and James Hall was called and sworn as a witness on the part of the said United States, and his testimony taken.

Hearing Continued.

And afterwards, at the same term of October, in the year of our Lord one thousand eight hundred and thirty-two, to wit, on Thursday, the fourth day of said term, and the twenty-fifth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
against
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants, as the counsel for the said United States, and the court proceeded in the further hearing of this cause; and James Hall, a witness sworn herein on yesterday, was on this day again called, examined, and his testimony taken. The said counsel for the United States offered certain original concessions of land purporting to have been made and signed by Governor White, and admitted by the counsel for the claimants to be genuine, for the purpose of presenting them to the witness, James Hall, under examination before the court on the part of the United States, in order that the said witness, by comparing the signature purporting to be the signature of Governor White subscribed to the grant or concession to the said Pedro Miranda, which is in evidence in this cause, with the signatures to the said several concessions proposed to be presented to the said witness, might point out to the court the particulars in which the signature subscribed to the said grant or concession to the said Pedro Miranda differs from the signatures to the said concessions so proposed to be presented to the said witness, and thereby to prove that the signature to the said grant or concession to the said Pedro Miranda is not genuine. Whereupon, the counsel for the petitioners objected to the reception of the said concessions, and every of them in evidence for the purpose aforesaid, on the ground that the said United States, by their counsel, proposed thereby to impeach the genuineness of the said grant or concession to the said Pedro Miranda by comparison of handwriting; which the said petitioners, by their counsel, insisted before the court was illegal, and wholly inadmissible; which objection, so taken by the counsel of the said petitioners, was overruled by the court, and the said court decided that the said several concessions to which the signatures of the said Governor White are affixed, may be presented to the witness, to the end that the witness may point out the facts and particulars in which the said signatures differ from the signature affixed to the original grant in this cause, respecting the spuriousness of which the witness has already stated his belief. Where-

upon, the said several concessions so offered for the purpose aforesaid, were received in evidence; and the said witness did testify on this point as by his deposition appears. To which decision of the court, and the reception of the said several concessions, and the testimony of the said witness on this point, the said petitioners, by their counsel excepted.

Hearing Continued.

And afterwards, at the same term of October, in the year of our Lord one thousand eight hundred and thirty-two, to wit, on Friday, the fifth day of said term, and the twenty-sixth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
against
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the said United States, and the court proceeded in the further hearing of this cause; and James Hall, a witness heretofore sworn herein, was on this day again called, examined, and his testimony taken.

Hearing Continued.

And afterwards, at the same term of October, in the year of our Lord one thousand eight hundred and thirty-two, to wit, on Saturday, the sixth day of said term, and the twenty-seventh day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
against
THF UNITED STATES OF AMFRICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the United States, and the court proceeded in the further hearing of this cause; and James Hall, a witness heretofore sworn herein, was on this day again called, examined, and his testimony taken.

Farquhar Bethune was on this day called and sworn as a witness on the part of the United States, and examined, and his testimony taken. The said counsel for the United States, after the said witness had examined the grant in evidence in this cause to Pedro Miranda, and given his testimony concerning it as in his deposition appears, offered certain original concessions of land purporting to have been made and signed by Governor White, and admitted by the counsel for the claimants to be genuine, for the purpose of presenting them to the witness, Farquhar Bethune, under examination before the

court on the part of the United States, in order that the said witness, by comparing the signature purporting to be the signature of Governor White subscribed to the grant or concession to the said Pedro Miranda, which is in evidence in this cause with the signatures to the said several concessions proposed to be presented to the witness, might point out to the court the particulars in which the signature subscribed to the said grant or concession to the said Pedro Miranda differs from the signatures to the said concessions so proposed to be presented to the said witness, and thereby to prove that the signature to the said grant or concession to the said Pedro Miranda is not genuine. Whereupon, the counsel for the petitioners objected to the reception of the said concessions, and every of them in evidence, for the purpose aforesaid, on the ground that the said United States, by their counsel, proposed thereby to impeach the genuineness of the said grant or concession to the said Pedro Miranda by comparison of handwriting; which the said petitioners, by their counsel, insisted before the court was illegal and wholly inadmissible. Which objection so taken by the counsel of the said petitioners was overruled by the court, and the said court decided that the said several concessions to which the signatures of the said Governor White are affixed may be presented to the witness, to the end that the witness may point out the facts and particulars in which the said signatures differ from the signature affixed to the original grant in this cause respecting the genuineness of which the witness has already stated his belief. Whereupon, the said several concessions so offered for the purpose aforesaid, were received in evidence, and the said witness did testify on this point as by his deposition appears. To which decision of the court and the reception of the said several concessions and the testimony of the said witness on this point, the said petitioners, by their counsel, excepted.

Hearing Continued.

And afterwards, at the same term of October, in the year of our Lord one thousand eight hundred and thirty-two, to wit, on Monday, the seventh day of said term, and the twenty-ninth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
against
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants, as the counsel for the said United States, and the court proceeded in the further hearing of this cause, and Farquhar Bethune, a witness, sworn herein on Satunday, was, on this day, again called, examined, and his testimony taken. And the said counsel for the United States offered to present various grants or concessions, which

are admitted by the counsel for the said claimants to be genuine, signed by Governor White, to the witness, Farquhar Bethune, that the witness may, by comparison of the said signatures of White to the said grants or concessions, in juxtaposition with the signature of White to the alleged grant or concession in this cause, point out wherein the signature of White to the said alleged grant or concession in this cause, differs from the signatures of White to the said grants or concessions; and thereby to prove that the signature of White to the said alleged grant or concession in this cause is not genuine: to the permitting of which by the court, the counsel for the said claimants objected, on the ground that the said United States, by their counsel, proposed thereby to impeach the genuineness of the said alleged grant or concession to the said Pedro Miranda, by comparison of handwriting, which the said claimants, by their counsel, insisted before the court was illegal and wholly inadmissible; which objections, so taken by the counsel for the said claimants, was sustained by the court; and the said court decided that comparison of handwriting by juxtaposition in this cause cannot be allowed. And the counsel for the petitioners having asked Farquhar Bethune, a witness on the part of the United States, and then under cross-examination, whether his opinion of the want of genuineness in the signature of Governor White to the Miranda grant in evidence in this cause, was founded upon circumstances appearing on the face of the said signature, or upon circumstances extrinsic of the signature; the said Farquhar Bethune replied that his opinion was founded on the appearance of the signature, and upon other circumstances. And afterwards, the counsel for the said United States required the said Farquhar Bethune to state the circumstances to which the said witness referred, as the ground of his further belief that the supposed grant to Miranda is not genuine; to which the counsel for the petitioners objected, and insisted that the said question, and the answer of the said witness, which might be given thereto, were, and would be, wholly illegal and inadmissible, because the opinion and belief of the said witness, as to the genuineness of the said signature, should be founded on his knowledge of the handwriting of the said governor, and the appearance of the signature only, and not on any extrinsic circumstances; which objection the said court overruled, and the witness did testify as to the said extrinsic circumstances referred to by him, as by his deposition on this point appears; to which decision of the court, and the said testimony of the said witness, the said petitioners, by their counsel, excepted.

Hearing Continued.

And afterwards, at the same term of October, in the year of our Lord one thousand eight hundred and thirty-two, to wit, on Tuesday, the seventh day of said term, and the thirtieth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
against
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the said United States, and the court proceeded in the further hearing of this cause, and Gabriel W. Perpall was sworn as a witness in this cause on the part of the said United States, examined, and his testimony taken; and Gabriel W. Perpall, a witness on the part of the United States, then being under examination on the part of the said United States, touching the genuineness of the signature to the grant or concession to the said Pedro Miranda, and which is in evidence in this case; and the said Gabriel W. Perpall then having the said grant or concession in his hand, and being engaged in examining the same, the counsel for the said United States proposed that the court do receive and present to the said witness, certain original concessions of land purporting to have been signed by Governor White, and admitted by the counsel of the petitioners to be genuine, in order that the said witness, by examining the signatures to the said several concessions, apart from the grant to Pedro Miranda in this cause, the said witness might point out to the court the particulars in which the signature subscribed to the said grant or concession to the said Pedro Miranda, differs from the signatures to the said concessions so proposed to be presented to the said witness, and thereby to prove that the signature to the said grant or concession to the said Pedro Miranda is not genuine; whereupon, the counsel for the petitioners objected to the reception of the said concessions, and every of them, in evidence for the purpose aforesaid, on the ground that the said United States, by their counsel, proposed thereby to impeach the genuineness of the said grant or concession to the said Pedro Miranda, by comparison of handwriting, which the said petitioners, by their counsel, insisted before the court was illegal and wholly inadmissible; which objection so taken by the counsel of the said petitioners, was overruled by the court, and the said court decided that the said several concessions to which the signatures of the said Governor White are affixed, might be presented to the witness, to the end that the said witness might point out the facts and particulars in which the said signatures differ from the signature to the original grant to the said Pedro Miranda, in evidence in this cause, respecting which, the witness had testified; whereupon, the grant to the said Pedro Miranda being passed from the said witness to the counsel for the United States, the said several concessions were received in evidence and presented to the said witness; and the said witness did testify on this point, as by his deposition appears; to which decision of the court, and the reception of the said several concessions, and the presenting them to the said witness, and the testimony of the said witness, on this point, the said petitioners, by their counsel, excepted.

Hearing Continued.

And afterwards, at the same term of October, in the year of our Lord one thousand eight hundred and thirty-two, to wit, on Wednesday, the ninth day of said term, and the thirty-first day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
against
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the said United States, and the court proceeded in the further hearing of this cause, and Gabriel W. Perpall, a witness sworn herein on yesterday, was on this day again called, examined, and his testimony taken. And the said counsel for the United States, for the purpose of showing that the grant to Pedro Miranda in this case is fraudulent, propounded to Gabriel W. Perpall, a witness on the part of the United States, and then on his examination, the following question. Was Governor White liberal or illiberal in making grants of land in this province? To which question the petitioners by their counsel objected, on the ground that the said question and the answer which might be given thereto, were altogether irrelevant and immaterial, and therefore inadmissible; which objection the court overruled, and decided that when the evidence cannot be in its nature positive, facts may be put in evidence giving rise to presumptions in favor of the claims of the one party, and inconsistent with the claims of the other, and therefore the illiberality of Governor White in signing land grants, might, if the fact existed, be relied on as presumption against the grant in this case; and the said witness, thereupon, testified on this point, as in his deposition appears; to which decision of the court and the said testimony, the petitioners, by their counsel, excepted.

Hearing Continued.

And afterwards, at the same term of October, in the year of our Lord one thousand eight hundred and thirty-two, to wit, on Thursday, the tenth day of said term, and the first day of November, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
against
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the said United States, and the court proceeded in the further hearing of this cause. And the counsel for the United States offered

documentary evidence in this cause on the part of the said United States, all of which is filed herein. And Antonio Alvarez, keeper of the public archives for East Florida, was on this day sworn as a witness on the part of the United States, examined, and his testimony taken.

Hearing Postponed.

And afterwards, at the same term of October, in the year of our Lord one thousand eight hundred and thirty-two, to wit, on Friday, the eleventh day of said term, and the second day of November, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
against
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the said United States, and by consent of the counsel on both sides, it is ordered that the further hearing of this cause be postponed until the chancery term of this court, to be holden on the second Monday in July next.

Note referring to Evidence.

Note.—The testimony of the witnesses and the documentary evidence referred to in the foregoing entries of record as having been taken and offered in this cause, will be found embodied in the "record and proceedings," of the feigned issue, tried in this cause, and found at the fifty-sixth page of this record.

Cause Continued.

And afterwards, before the superior court for the district of East Florida, holden at the court house in the city of St. Augustine, at the term of July, in the year of our Lord one thousand eight hundred and thirty-three, to wit, on Monday, the first day of said term, and the eighth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the attorneys for the said claimant as the attorney of the United States for this district, and the said attorneys stated to the court that they were not prepared at this time to proceed in the further hearing of this cause; which was adjourned over to this day, at the term of this court holden in October last.

Cause Continued.

And afterwards, at the same term of July, in the year of our Lord one thousand eight hundred and thirty-three, to wit, on Saturday the sixth day of said term, and the thirteenth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the said United States, and by consent of the counsel for said parties, it is ordered that this cause be continued till the chancery term of this court, to be holden on the first Monday of July next.

Cause Continued.

And afterwards, before the superior court for the district of East Florida, holden at the court-house in the city of St. Augustine, at the term of July, in the year of our Lord one thousand eight hundred and thirty-four, to wit, on Wednesday the fifth day of said term, and the twenty-third day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
against
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the said United States; and, on motion of the claimant's counsel, it is ordered that this cause be continued till the next term.

Cause Continued.

And afterwards, before the superior court for the district of East Florida, holden at the court-house in the city of St. Augustine, at the term of July, in the year of our Lord one thousand eight hundred and thirty-five, to wit, on Monday the fifth day of said term, and the twentieth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel of the said United States; and, on motion of the claimant's counsel, it is ordered that this cause be continued till the next term of this court.

Leave for Commission to Issue.

An afterwards, at the same term of July, in the year of our Lord one thousand eight hundred and thirty-five, to wit, on Friday the forty-fifth day of said term, and the second day of the month of October, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

On motion of the petitioner's solicitor, and argument thereupon, leave is given by this court that a blank commission do issue to take the deposition of Don Tomas de Aguilar in the above named case, to be filled up by the respective parties, at any time before the taking of said deposition, with the names of their two respective commissioners; provided that notice, in writing, be given to the district attorney of the time at which the commission shall be despatched to Cuba, and also of the name of the person to whom it shall be sent, and that the names of the commissioners on the part of the complainant be imparted to the United States consul at Havana, with notice of the time when it shall be proposed to take the depositions of said Tomas de Aguilar under the said commission.

And afterwards, before the superior court for the district of East Florida, holden at the court-house in the city of St. Augustine, at the term of July, in the year of our Lord one thousand eight hundred and thirty-seven, to wit, on Tuesday the third day of said term, and the eighteenth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

By consent, it is ordered that this cause be continued till the next term.

Order on Feigned Issue.

And afterwards, before the superior court for the district of East Florida, holden at the court-house in the city of St. Augustine, at the term of July, in the year of our Lord one thousand eight hundred and thirty-eight, to wit, on Thursday the seventh day of said term, and the nineteenth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

And now, on this day, came the petitioners in this cause, by their solicitors and counsel, and the United States, by their solicitor

and district attorney and their counsel; and under the agreement of said solicitors and counsel, bearing date the tenth day of this present month of July, and now of file in the said cause, it is ordered that the feigned issue made up and of file in the papers in the said cause, for the purpose of trying the genuineness of the concession or grant under which the petitioners claim title, according to the terms of the said agreement, be transferred to common law side of this court, and be placed on the docket of common law cases for trial at the next March term of this court; and that the said issue shall be tried at that term, if the business of the court will permit, agreeably to, and in the manner provided by, the said agreement.

Motion to make Aguilar a party overruled, and leave to file Supplemental Answer.

And afterwards, before the superior court for the district of East Florida, holden at the court-house in the city of St. Augnstine, at the term of March, in the year of our Lord one thousand eight hundred and thirty-nine, to wit, on Wednesday the fifteenth day of said term, and the twenty-seventh day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA.

This day came as well the counsel for the said claimants as the counsel for the United States; and the motion of the counsel for the United States to make Tomas de Aguilar a party in this cause, and to stay proceedings therein, after argument of counsel is overruled by the court; whereupon, on motion of the counsel for the said United States, leave is given them to file a supplemental answer in this cause.

Motion for continuance overruled, and order for trial of Feigned Issue.

And afterwards, at the same term of March, in the year of our Lord one thousand eight hundred and thirty-nine, to wit, on Tuesday the sixteenth day of said term, and the second day of April, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the United States; and the motion of the counsel for the United States for a continuance of this cause is overruled by the court; whereupon, on motion of said claimants counsel, it is ordered that the supplemental answer of the United States attorney, for which leave to file was granted on Wednesday last, be filed within twenty days from this date; and it is further ordered, the court not

now having time to proceed in the hearing of this cause, that a venire facias do issue in this case, requiring the appearance of thirty-six jurors before this court on the first Monday in August next, as provided by the agreement of the parties of file in this case, and dated the 10th day of July, 1838.

Supplemental Answer.

And afterwards, to wit, on the twenty-second day of April, in the year of our Lord one thousand eight hundred and thirty-nine, Thomas Douglas, Esq., attorney of the United States as aforesaid, brought and filed in the clerk's office aforesaid, his supplemental answer, which is in the words and figures following, to wit:

SUPERIOR COURT, *District of East Florida, St. John's County.*
IN CHANCERY.

THE UNITED STATES *ads.* PEDRO MIRANDA and others. } Land claim.

The Supplemental Answer of Thomas Douglas, United States Attorney for the District aforesaid, to the Petition or Bill of Complaint of Pedro Miranda and others.

The said attorney, in the name and for and on behalf of the same United States, saving and reserving to them all right of exception to the said petition or bill of complaint, for answer thereunto saith: that one Tomas de Aguilar, who was secretary of the government of the Province of East Florida, at the time when the pretended grant which is made the foundation of this suit bears date, did wilfully, falsely and fraudulently, aid and assist in making and procuring the said false, fraudulent, and forged document, purporting to be a grant of land, which said document is made the foundation of this suit, as aforesaid; and that, subsequently to the date aforesaid, to wit, on or about the year of our Lord one thousand eight hundred and thirty-one, the said Pedro Miranda transferred and conveyed to the said Tomas de Aguilar one-half of the lands called forby the said pretended, false, fraudulent, and forged document, in consideration of the service rendered by the said Tomas de Aguilar, in assisting to make and procure the same pretended grant, and in pursuance of an agreement to that effect, made and entered into by and between the said parties, before the said false, fraudulent, and forged instrument was made or procured as aforesaid.

And this respondent farther saith, that the said Tomas de Aguilar, since the said transfer and conveyance was made to him by the said Pedro Miranda, as aforesaid, has departed this life, leaving, as this respondent is informed and believes, eleven children, to wit, Julia, Josefa, Lugarda, Maria Carmen, Maria, Juan, Vemancia, Tomas, Manuel M., Manuel F., and Alero; who are his heirs and legal representatives; and that the right and interest of the said Tomas

de Aguilar [if any he had, in or to the lands so transferred and conveyed to the said Tomas de Aguilar by the said Pedro Miranda, as aforesaid, which is by no means admitted] descended to them; and this respondent charges that they, to wit, the children and heirs of the said Tomas de Aguilar, claim to be the owners of the said one-half of the lands so called for as aforesaid, by virtue of the same transfer and conveyance; and that they, therefore, ought to be made parties to this suit. All which matters and things this respondent is ready to verify, maintain, and prove, as this honorable court shall direct; and prays that the said United States may be hence dismissed with their costs and charges, in this behalf most wrongfully sustained.

THOS. DOUGLAS,
U. S. Attorney, &c.

Replication to Supplemental Answer.

And afterwards, to wit, on the twenty-second day of May, in the year of our Lord one thousand eight hundred and thirty-nine, the said claimants, by their said solicitor, brought and filed in the clerk's office aforesaid, their replication to the said supplemental answer; which said replication is in the words and figures following, to wit:

IN THE SUPERIOR COURT, *Eastern District of Florida.*

PEDRO MIRANDA and others
vs.
THE UNITED STATES. } In Chancery.

The Replication of the said Complainants to the Supplemental Answer of Thomas Douglas, United States Attorney for the District aforesaid.

These replicants, saving and reserving unto themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto say, that they will aver and prove their said petition to be true, certain, and sufficient in the law to be answered unto; and that the said supplemental answer is uncertain, untrue, and insufficient to be replied unto by these replicants; without that, that any other matter or thing whatsoever, in the said supplemental answer contained, material or effectual in the law to be replied, and herein not replied unto, confessed and avoided, traversed or denied, is true; all which matters and things these replicants are and will be ready to aver and prove, as this honorable court shall award; and they humbly pray, as in their said petition they have already prayed.

JNO. DRYSDALE,
Sol. for Petitioners.

[*See Supplement at end of Record.*]

Proceedings on Feigned Issue.

"Record and proceedings" in the trial of the feigned issue made up in this cause, between Pedro Miranda, plaintiff, and the United States, defendant; as certified up to this court, and filed in this cause, on the third day of October, in the year of our Lord one thousand eight hundred and thirty-nine, to wit:

SUPERIOR COURT, *East Florida.*

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Claim for land.

Agreement to make up Feigned Issue.

Be it remembered, that on the tenth day of July, in the year of our Lord one thousand eight hundred and thirty-eight, the following agreement of counsel in said cause, was brought and filed in the clerk's office of the said court, to wit:

IN THE SUPERIOR COURT, *Eastern District of Florida.*

PEDRO MIRANDA and others
vs.
THE UNITED STATES. } Claim for land.

It is agreed by the solicitors and counsel, respectively, of the parties in this cause, that it be continued for the term; that a feigned issue be made up, for the purpose of trying the genuineness of the grant under which the petitioners claim title in this case; that on the trial of that issue, the said Pedro Miranda be plaintiff, and the United States be defendant; and that the said trial be had before a struck jury from a pannel of thirty-six, at a court to be held at St. Augustine, at the next March term of the superior court, and if a trial cannot be had then, at such other time as the parties may agree upon, or the court direct.

And it is further agreed, that the exhibits referred to in the petition and answer, if any there be, or such parts of them as the solicitors of the parties respectively shall think fit to offer, be read as evidence to the said jury; together with the depositions taken in the said cause, now of file in the papers thereof; and also all such deeds, concessions, grants, writings, and other proofs, as have been received in evidence by the court, which the respective solicitors may think fit to offer. And it is further agreed, that the said parties shall be at liberty to take such further testimony upon interrogatories, to be used on said trial, as they may have the power to procure, as well as to introduce any other legal and admissible evidence before the said jury, either orally or otherwise, at the time of the said trial.

And it is further agreed, that the said issue be made up at the

present term of this court, and that depositions taken thereafter be entitled as if taken in the present case, now pending in the land court, before the chancellor; and that any oral testimony taken on the trial of the said issue, be reduced to writing, and sent back with the record in this case, to the court of chancery, to be sent up with the other testimony to the Supreme Court.

Dated St. Augustine, July 10th, 1838.

THOS. DOUGLAS, *U. S. Attorney.*
S. L. BURRITT, *Ass't counsel U. S.*
JOS. L. SMITH, } *Sols. for pet's.*
JNO. DRYSDALE, }

Declaration in Feigned Issue.

And afterwards, to wit, on the eighteenth day of July, in the year of our Lord one thousand eight hundred and thirty-eight, in pursuance of the above set forth agreement, a feigned issue was filed in this cause, in the words and figures following, to wit:

IN THE SUPERIOR COURT, *Eastern District of Florida,*
Of March Term, one thousand eight hundred and thirty-nine.

ST. JOHN'S COUNTY, *to wit:*

Pedro Miranda, plaintiff in this suit, complains of the United States, defendant therein, of a plea of trespass on the case, on promises, &c.; for that, whereas heretofore, to wit, on the first day of December, one thousand eight hundred and thirty-seven, at Tampa Bay, to wit, in the county aforesaid, the said Pedro Miranda was seized and possessed, in fee simple, absolute, of all that certain tract or parcel of land commonly called the Miranda grant, containing eight leagues square, and situated on the waters of Hillsborough and Tampa Bays, in the district aforesaid, under and in virtue of a certain concession or grant, in absolute property, bearing date the twenty-sixth day of November, one thousand eight hundred and ten, made by Don Enrique White, then the governor of the then province of East Florida; and the said Pedro Miranda, being so seized and possessed of the said lands, and having before the day and year first aforesaid made and entered into divers contracts and engagements for the sale and delivery of certain large quantities of live oak timber, for ship building, to divers persons, in different parts of the United States, had, on the day and year aforesaid, and on the said land so granted to him as aforesaid, to wit, in the county aforesaid, in pursuance of his said contracts and engagements, and for the purpose of carrying the same into effect on his part, cut, hewed, and prepared for shipping, a large quantity of live oak timber, fit for ship building, to wit, three thousand cubic feet, of great value, to wit, of the value of five thousand dollars, at the places of delivery, under the

said contract and engagement so entered into by the said Pedro Miranda as aforesaid; and the said Pedro Miranda avers, that afterwards, to wit, on the same day and year first aforesaid, at Tampa Bay aforesaid, to wit, in the county aforesaid, one Thomas Jones, acting under the authority of the said United States, and against the will and consent of the said Pedro Miranda, took possession of, and carried away the said three thousand feet of live oak timber, and converted and appropriated the same to the use of the said United States. By means of which said several promises, the said United States became liable to pay to the said Pedro Miranda the aforesaid sum of five thousand dollars, and being so liable the said United States undertook and promises the said Pedro Miranda to pay him the said sum of five thousand dollars, whenever they should be thereto afterwards required; yet, though frequently requested to pay the said sum of money to the said Pedro Miranda, the said United States have not paid the same or any part thereof, but so to do have hitherto refused and still refuse, to the damage of the said Pedro Miranda of eight thousand dollars; and therefore he brings his suit, &c.

JNO. DRYSDALE,
Plff's Attorney.

Plea in Feigned Issue.

In the Superior Court, *of March Term*, 1839.

The United States
ads.
Pedro Miranda.

And the said United States, by Thomas Douglas their attorney, come and defend the wrong and injury, when, &c., and say, that the said Pedro Miranda ought not to have or maintain his said action thereof against them, because they say, that though they admit that the said timber in the said declaration mentioned, was cut, hewed, and prepared for shipping by the said Pedro Miranda, as therein is alleged; that it was so cut, hewed and prepared for shipping by the said Pedro Miranda for the purpose of fulfilling and performing his said contracts and engagements as stated and set forth in his said declaration: that the same timber was of the value of five thousand dollars; and was taken possession of and carried away from the lands in the said declaration described, by the said Thomas Jones, and by him converted and appropriated to the use of the said United States, under and in virtue of their authority, and by their directions, as in the said declaration is alleged. Yet for a plea in this behalf the said United States say and aver that the said concession or grant in the said declaration mentioned, and therein pretended and alleged to have been made by the said Don Enrique White, in the said declaration named to the said Pedro Mi-

randa, was and is a fraudulent and forged concession or grant, and that the signature "White" to the said pretended concession or grant subscribed, is forged. Wherefore the said United States say that the said land in the said declaration described was not the lands of the said Pedro Miranda, nor the timber therein mentioned his property. And this the said United States are ready to verify—wherefore they pray judgment if the said Pedro Miranda ought to have or maintain his said action thereof against them, &c.

THOS. DOUGLAS, *U. States Atty., &c.*

Replication in Feigned Issue.

IN THE SUPERIOR COURT,

Eastern District of Florida, March Term, 1839.

PEDRO MIRANDA
vs.
THE UNITED STATES.

And the said Pedro Miranda, as to the said plea of the said United States by them above pleaded, saith, that he the said Pedro Miranda by reason of any thing by the said United States in that plea alleged, ought not to be barred from having and maintaining his aforesaid action thereof against them, because he saith that the said concession or grant in the said declaration mentioned, is not a fraudulent or forged grant or concession, and that the signature "White" to the said concession or grant is not forged, as the said United States have in their said plea alleged: and this he, the said Pedro Miranda, prays may be enquired of by the country, &c. And the said United States doth the like, &c.

JOHN DRYSDALE, *Plffs. Atty.*

Order for trial of Feigned Issue.

And afterwards, before the superior court for the district of East Florida, holden at the court house in the city of St. Augustine, at the term of July, in the year of our Lord one thousand eight hundred and thirty-eight, to wit: on Thursday the nineteenth day of said month of July, the following order was entered of record in this cause, to wit:

PEDRO MIRANDA and others
vs.
THE UNITED STATES.
Land claim, 368,640 acres.

And now on this day came the petitioners in this cause by their solicitors and counsel, and the United States by their solicitor the district attorney, and their counsel—and under the agreement of said solicitors and counsel, bearing date the tenth day of this present month of July, and now of file in the said cause, it is ordered

that the feigned issue made up and of file in the papers in the said cause, for the purpose of trying the genuineness of the concession or grant under which the petitioners claim title according to the term of the said agreement, be transferred to the common law side of this court, and be placed on the docket of common law cases for trial at the next March term of said court; and that the said issue shall be tried at that term, if the business of the court will permit, agreeably to, and in the manner provided by, said agreement.

Motion for Continuance overruled, and order for Venire Facias.

And afterwards, before the superior court for the district of East Florida, holden at the court house in the city of St. Augustine, at the term of March, in the year of our Lord one thousand eight hundred and thirty-nine, to wit: on Tuesday the sixteenth day of said term, and the second day of the month of April, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants, as the counsel for the United States, and the motion of the counsel for the United States for a continuance of this cause is overruled by the court. Whereupon, on motion of the claimants' counsel, it is ordered that the supplemental answer of the United States attorney, for which leave to file was granted on Wednesday last, be filed within twenty days from this date; and it is further ordered, the court not now having time to proceed in the hearing of this cause, that a venire facias do issue in this case, requiring the appearance of thirty-six jurors before this court on the first Monday in August next, as provided by the agreement of the parties of file in this cause, and dated the 10th day of July, 1838.

Venire Facias and Return.

Copy of the venire facias directed to be signed by the foregoing order, with the return of the marshal thereon, to wit:

In the name and by the authority of the United States of America, to the Marshal of the United States for the Eastern District of Florida, greeting:

You are hereby commanded that you cause to come before the judge of our superior court for the district of East Florida, to be holden at the court house in the city of St. Augustine, on the first Monday of August next, thirty-six such persons as are qualified according to law to serve as petit jurors in the court aforesaid, in a certain matter before the said court depending, wherein Pedro Mi-

randa is plaintiff and the United States of America defendant, and have then there the names of the jurors and this writ.

Witness the Honorable Robert R. Reid, judge of our said [L. S.] court, at the court house aforesaid, this 20th day of June, A. D. 1839.

K. B. GIBBS, *Clerk.*

Executed this writ by summoning the following named persons to serve as jurors, viz: William Travers, Mathew Solana, George Center, Theodore Flotard, Peter B. Dumas, Douglass Dummett, George E. Wallace, James Riz, Abraham Dupont, William Oates, Alexander Watson, John Phillips, Morris Tucker, George Colee, John M. Hanson, Augustus Poujaud, Manuel Crespo, Philip Weadman, senr., Nathaniel Scobie, Samuel H. Williams, Samuel Northrop, Peter Benet, Elias Wallen, Vemancio Sanchez, Joseph E. Pomar, George L. Phillips, James Keogh, Joseph M. Hernandez, Robert Mickler, Bartolo Oliveros, James Pellicer, Philip Weadman, jr., John C. Huther, R. D. Fontane, Hezekiah Pinkham, Michael Usina. St. Augustine, 2d July, 1839.

JOS. S. SANCHEZ, *Marshal.*

Order for Extra Term.

And afterwards, on the twenty-second day of July, in the year of our Lord one thousand eight hundred and thirty-nine, the following order was made by the court, to wit:

MONDAY, 22*d July*, 1839.

Ordered, That an extra term of the superior court, setting as a court of common law, be held at the court house, in the city of St. Augustine, on Monday the fifth day of August next.

Trial of Feigned Issue.

And afterwards, before the superior court for the district of East Florida, holden at the court house, in the city of St. Augustine, at August extra term, in the year of our Lord one thousand eight hundred and thirty-nine, to wit: on Monday, the first day of said term, and the fifth day of the month of August, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA
vs.
THE UNITED STATES. } Land claim. Feigned issue.

This day came as well John Rodman and Joseph L. Smith, Esquires, two of the counsel for the said claimant, as the attorney of the United States for this district, and the jurors summoned to try the feigned issue made up in this case, appeared in court, and took their seats. But it appearing to the court, that John Drysdale, Esq., one of the counsel for the said claimants, is so much indisposed as to

be unable to attend the court; on motion, it is ordered that the jurors summoned in this cause be adjourned over, and the hearing of this cause postponed till Monday the 19th inst., at 12 o'clock, M.

Trial Continued.

And afterwards, at the same term of August, in the year of our Lord one thousand eight hundred and thirty-nine, to wit: on Monday the second day of said term, and the nineteenth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA *vs.* THE UNITED STATES. } Land claim. Feigned issue.

This day came, as well the counsel for the said plaintiff, as the counsel for the United States, and the pannel of the jury summoned to attend in this case, was called by the marshal; whereupon the said United States, by their counsel challenged the array of the said jurors, this day presented, and filed the following reasons therefor, to wit:

First. Because the said counsel having agreed with the counsel of the plaintiff to try this issue by a special or struck jury, they object that they have had no notice from the proper officer, or any notice whatever, of the naming and striking off the special jury in this case, which should have been done in the presence of counsel out of court, and twelve only ready to try, and not thirty-six jurors should have been presented to the court.

Second. Because the whole of said jurors have been summoned from the city of St. Augustine, in St. John's county, and summoned as an ordinary jury under the direction of the court.

Third. Because not one of said jurors has been summoned from the county of Hillsborough, in which the tract of land in controversy lies, or from either of the other five counties, to wit: Alachua, Columbia, Nassau, Duval, or Musquito, of which, together with St. John's and Hillsborough, East Florida is composed; and that all the said jurors were summoned from the single precinct of St. Augustine aforesaid, in the said county of St. John's; which objections, after argument of counsel, were overruled by the court.

Elias Wallen, one of the jurors summoned in this case, applied to the court to be excused from attending as such, stating that he was the postmaster of this city; and the said Elias Wallen was thereupon excused by the court, and the marshal was directed to summon an additional juror to supply the place of the said juror so excused.

Trial Continued.

And afterwards, at the same term of August, in the year of our Lord, one thousand eight hundred and thirty-nine, to wit, on Tues-

day the third day of said term, and the twentieth day of said month, the following entry of record, was made in this cause to wit:

PEDRO MIRANDA *vs.* THE UNITED STATES. } Land claim. Feigned issue.

This day came, as well the counsel for the said plaintiff, as the counsel for the United States, and the pannel of the jury summoned in this case was again called by the marshal, and Augustus Poujaud and Morris H. Tucker, two of the jurors summoned in this case, having filed their affidavits alleging cause for excuse, they were excused from further attendance; and thereupon the marshal was directed by the court to summon four additional jurors in this cause to complete the pannel; to the summoning of which additional jurors, the counsel for the United States objected, and the objection was overruled by the court; and the marshal having summoned the additional jurors, and the pannel being now complete, the court ordered that the counsel, respectively, proceed to trike off, alternately, twelve jurors, the counsel for the plaintiff commencing; which being done in the presence of the court, the following persons remained as the jurors to try the issue joined in this case, to wit: Theodore Flotard, George E. Wallace, William Oates, Alexander Watson, Domingo Usina, Georgo Colee, Samuel H. Willlams, Samuel Northrop, Vemancio Sanchez, Bartolo Oliveros, John C. Huther, and Hezekiah Pinkham, who were duly sworn, well and truly to try this cause; and the court proceeded in the hearing thereof. The plaintiff's counsel offered in evidence a certified copy of the original grant to Pedro Miranda, made by the keeper of the public archives of East Florida, together with a certified translation thereof by the translator of this court, to the admission of which, in evidence, the counsel for the United States objected, and the objection was overruled by the court. Antonio Alverez was sworn, as a witness, on the part of the plaintiff, examined, and his testimony taken; and here the plaintiff rested his case. The United States then offered, in evidence, the original grant in this case brought into court by the keeper of the public archives for East Florida, under a subpœna *duces tecum*, duly issued in this case. The counsel for the United States, then offered in evidence the record and proceedings in this cause before this court, setting as a court of chancery, with the direct examination of the witnesses included therein; also the thirteen original grants referred to by said witnesses, and now brought into court by the keeper of the public archives under a subpœna *duces tecum*, to the admission of which, said original grants in evidence, the counsel for the plaintiff objected, and the objection was overruled by the court. The counsel for the plaintiff, offered in evidence, the cross examination of the witnesses, as contained in the proceedings of this cause before the chancellor.

And the court not having time to proceed further in the hearing of this cause on this day, the further hearing thereof was postponed, and the abovenamed jury adjourned over till to-morrow morning at 10 o'clock.

Trial Continued.

And afterwards, at the same term of August, in the year of our Lord one thousand eight hundred and thirty-nine, to wit, on Wednesday, the fourth day of said term, and the twenty-first day of said month, the following entry of record was made in this cause to, wit:

PEDRO MIRANDA
vs.
THE UNIUED STATES. } Land claim. Feigned issue.

This day came as well the counsel for the said plaintiff, as the counsel for the United States, and the court proceeded in the further hearing of this cause, and the jurors sworn herein on yesterday appeared in court and took their seats, to wit: Theodore Flotard, George E. Wallace, William Oates, Alexander Watson, Domingo Usina, George Colee, Samuel H. Williams, Samuel Northrop, Vemancio Sanchez, Bartolo Oliveros, John C. Huther, and Hezekiah Pinkham.

The counsel for the United States then offered in evidence the documents offered in this case before the chancellor, and included in the record in the said cause, which were read to the jury. The counsel for the plaintiff then offered in evidence the testimony of Antonio Alvarez and Bernardo Segui, as contained in the exhibit attached to the answer of the United States attorney in the chancery case, being the report of the register and receiver on this claim; also the deposition of Tomas de Aguilar, taken under a commission issued in this case, and which was returned and of file before the date of the agreement of counsel in this cause, to the admission of which in evidence the counsel for the United States objected, and the objection was overruled by the court, to which decision of the court the counsel for the United States excepted. The counsel for the plaintiff then offered and read in evidence the two depositions of Antonio Alvarez and the deposition of Bernardo Segui taken in this case. The counsel for the plaintiff, for the purpose of showing that claims have been preferred for large grants of land alleged to have been made by Governor White, then offered in evidence the petitions of the heirs of F. M. Arredondo, Junr., of the heirs of F. M. Arredondo and M. E. Levy, and of the heirs of Joseph M. Arredondo to this court, praying the confirmation of certain land therein mentioned; also the report of the register and receiver while acting as land commissioners on said claims, to the receiving of which in evidence the counsel for the United States objected, and the objection was sustained by the

court. Antonio Alvarez was again called and examined. The plaintiff then offered in evidence the original oath of allegiance of James Hall, in the Spanish language, brought into court by the keeper of the public archives, and John Rodman was sworn and examined as a witness. The plaintiff's counsel also offered in evidence several original passports in the Spanish language, to which the signature of Governor White is affixed, and brought into court by the keeper of the public archives, to which the counsel for the United States objected, and objection was overruled by the court. The counsel for the United States, for the purpose of shewing the interest of Tomas de Aguilar in the matter in controversy in this cause, offered the deposition of Manuel Ollivilla, taken under commission issued in this case, to the admission of which in evidence the counsel for the plaintiff objected, and the objection was overruled by the court.

And the court not having time to proceed further in this cause, the further hearing thereof was postponed, and the above named jury adjourned over till to-morrow morning at 10 o'clock.

Trial Continued.

And afterwards, at the same term of August, in the year of our Lord one thousand eight hundred and thirty-nine, to wit, on Thursday, the fifth day of said term, and the twenty-second day of August, the following entry of record was made in the cause, to wit:

PEDRO MIRANDA
vs.
THE UNITED STETES. } Land claim. Feigned issue.

This day came, as well the counsel for the said plaintiff, as the counsel for the United States, and the court proceeded in the further hearing of this cause, and the jurors heretofore sworn herein appeared in court and took their seats, to wit: Theodore Flotard, George E. Wallace, William Oates, Alexander Watson, Domingo Usina, George Colee, Samuel H. Williams, Samuel Northrop, Vemancio Sanchez, Bartolo Oliveros, John C. Huther, and Hezekiah Pinkham, and the court proceeded in the further hearing of this cause. The counsel for the United States then offered in evidence to the jury the following original documents, to which the signatures of Governor White are affixed, brought into court by the keeper of the public archives of East Florida, viz: books No. 7, 8, and 9, containing oaths of allegiance to the Spanish government: Procedings—Charles Gobert against John McQueen's estate, instituted in 1809; Proceedings—John E. Tate against Maria Evans' estate, instituted in 1809, and petition of Rafael Hernandez; and Antonio Alvarez was called and examined in reference to the genuineness of the signatures of White to said documents; the

counsel for the said plaintiff objecting to the nature of said evidence so offered, and to the time at which it is offered, which objections the court overruled, to which decision of the court the counsel for the plaintiff excepted. And the evidence and testimony in this case being now concluded, argument of counsel was heard on both sides, but the counsel for the plaintiff not being now ready to proceed in the further argument of this cause, the further hearing thereof, and the abovenamed jury, were adjourned over till to-morrow morning at 10 o'clock.

Trial Continued.

And afterwards, at the same term of August, in the year of our Lord one thousand eight hundred and thirty-nine, to wit, on Friday, the sixth day of said term, and the twenty-third day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA
vs.
THE UNITED STATES. } Land claim. Feigned issue.

This day came, as well the counsel for the said plaintiff, as the counsel for the United States, and the court proceeded in the further hearing of this cause, and the jurors heretofore sworn herein, appeared in court and took their seats, to wit: Theodore Flotard, George E. Wallace, William Oates, Alexander Watson, Domingo Usina, George Colee, Samuel H. Williams, Samuel Northrop, Vemancio Sanchez, Bartolo Oliveros, John C. Huther, and Hezekiah Pinkham, and argument of counsel was heard on the part of the said plaintiff; but the court not having time to hear further argument on this day, the further hearing thereof was postponed, and the abovenamed jury adjourned over till to-morrow morning at 10 o'clock.

The counsel for the plaintiff this day filed the following bill of exceptions to the decision of the court made on yesterday, admitting the evidence offered by the counsel for the United States:

Be it remembered, that, on the 22d day of August, and after the plaintiff had closed his rebutting proof, the counsel for the United States offered in evidence certain written books or papers, marked books No. 7, 8, 9, oaths of allegiance to the Spanish government: Proceedings—Charles Gobert *vs.* John McQueen's estate, instituted in 1809: Proceedings—John E. Tate *vs.* Maria Evans' estate, instituted in 1809: Petition of Rafael Hernandez, proved to contain the signatures of Governor White, in order that they might be delivered to the jury to enable them to compare the signatures therein contained with the signature of White to the Miranda grant, by placing them in juxtaposition, and by such comparison, to decide whether the said signature to the Miranda grant is genuine or not, and for the purpose of rebutting the evidence given by Tomas de Aguilar

in this case, to which evidence the counsel for the plaintiff objected; whereupon the objections of the counsel for the plaintiff were overruled by the court, and the said books and papers were received in evidence, and delivered to the jury, to be by them compared in manner aforesaid, thereby to decide whether the signature "White" to the Miranda grant is genuine or a forgery. To which decision of the court the counsel of the plaintiff excepts: 1st. Because, by the rules of practice and proceeding in all common law cases, the testimony closes with the rebutting proof of the plaintiff, and the defendant had no right to introduce further proof after the plaintiff had closed his rebutting proof. 2d. Because the purpose for which the said evidence is offered is altogether illegal.

Verdict of Jury.

And afterwards, at the same term of August, in the year of our Lord one thousand eight hundred and thirty-nine, to wit, on Saturday the seventh day of said term, and the twenty-fourth day of said month, the following entry of record was made in the cause, to wit:

PEDRO MIRANDA
vs.
THE UNITED STATES. } Land claim. Feigned issue.

This day came, as well the counsel for the said plaintiff, as the counsel for the United States, and the jurors heretofore sworn herein, appeared in court and took their seats, to wit: Theodore Flotard, George E. Wallace, William Oates, Alexander Watson, Domingo Usina, George Colee, Samuel H. Williams, Samuel Northrop, Vemancio Sanchez, Bartolo Oliveros, John C. Huther, and Hezekiah Pinkham, and the court proceeded in the further hearing of this cause; and the said jury having heard the evidence and argument of counsel on both sides, and having also received the charge of the court upon this cause which was now submitted to them, retired from the court to the jury room to consult on their verdict, and having agreed upon their verdict and returned into court, upon their oaths do say that they find for the plaintiff, and that the signature "White," subscribed to the concession or grant in the plantiff's declaration mentioned, is not forged; and they do assess the damages of the said plaintiff at one cent.

Evidence and testimony offered and read in this cause at the trial thereof, and numbered from one to nine inclnsive, to wit:

No. 1.

Being translations of a certified copy of the original grant, offered and read by the plaintiff, objected to by the counsel for the United States, but admitted by the court.

Grant to Miranda, translated by Gay.

TRANSLATION.

His Excellency the GOVERNOR:

Don Pedro Miranda, second pilot of the boat of the bar of this port, most respectfully represents to your excellency, that he has the honor to serve his Catholic majesty since the year 1788, when he was employed as rower in the said boat, in which occupation he was engaged until, by his approved merits and skill, he made himself capable to fill his present employ; moreover, the truth of his good management is well known to your excellency, as well as his fidelity and his attachment to the service of his majesty, of which he has given proof in various expeditions, which, by disposition of this government, your petitioner undertook, in the year 1795, on the water course of this province, when it was ravaged by the rebels; and whereas, for services so notable, and for others rendered subsequently, to the satisfaction of your excellency, your petitioner has received no reward whatever; and in consideration also that he is poor and necessitous, and that he has no other expectations than from the protection of your excellency; therefore he supplicates your excellency that, in remuneration of all what he has represented, and in consideration of his present exhausted situation, to be pleased to grant him in absolute property, a square of eight leagues in the royal lands, which may be found on the waters of the bays of Hillsborough and Tampa, in this province, in virtue of the royal orders concerning granting lands gratuitously to Spanish subjects. Favor which he hopes to receive from the upright justice of your excellency. St. Augustine of Florida, 19th of November, 1810.

Decree.

ST. AUGUSTINE, OF FLORIDA,
26th November, 1810.

The merits and services alleged by this party being notorious, and proved to this government, I do grant to him, in the terms which he solicits, the quantity of land in the places which he indicates, without prejudice to a third party; and in testimony of this grant at all times, let a certified copy of this proceeding be issued to him for his security, from the secretary's office.

WHITE.

St. Augustine, 8th November, 1830. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

Grant to Miranda, translated by Fontane.

TRANSLATION.

To his Excellency the GOVERNOR:

Don Pedro Miranda, second pilot of the launch of the bar of this port, with the most profound respect to your excellency, sets forth, that he has the honor of serving his Catholic majesty, [whom God preserve,] since the year 1788, when he was employed as oarsman in said launch, in which capacity he continued to serve, until, by his distinguished merits and skill, he was appointed to his present employment. Moreover, your excellency is well aware of his good management, fidelity, and love to the service of his majesty, verified in divers expeditions, that under the order of this government the exponent made in the year 1795, on the rivers of this province, when it was ravaged by the rebels, and since such notorious services and others afterwards rendered to the satifaction of your excellency, the deponent hath never been compensated in any way, and finding himself quite poor and necessitous, without other hope than the protection of your excellency: Wherefore he prays your excellency to be pleased, in recompense of what he has expressed, and in view of his actually empoverished state, [en virtud de su actual exausta situacion] to grant him in absolute fee, a square of eight leagues, [or eight leagues in a square,] on the royal lands which are found lying on the waters of the bays of Hillsborough and Tampa, in this province, by virtue of the royal orders upon granting lands gratis to Spanish subjects; a favor which he hopes to obtain from the justice of your excellency. St. Augustine, Florida, 19th November, 1810.

Signed. PEDRO MIRANDA.

Decree.

ST. AUGUSTINE, OF FLORIDA,
26th November, 1810.

The merits and services which this petitioner sets forth being notorious and well known to this government, let there be granted to him, on the terms he solicits, the quantity of land, at the points referred to, without injury to a third person; and to prove this grant at all times, let a certified copy hereof be signed from the secretary's office, for his security.

Signed. WHITE.

I certify the foregoing to be a correct translation of the annexed document written in the Spanish language. St. Augustine, 16th August, 1839.

JOHN M. FONTANE, *Translator.*

No. 2.

Testimony of Alvarez.

Being testimony taken in open court, on the trial of this cause.

PEDRO MIRANDA
vs.
THE UNITED STATES.

AUGUST 20*th*, 1839.

Antonio Alvarez, sworn as a witness on the part of the plaintiff, states: I am keeper of the public archives of East Florida; original concessions for land under the Spanish government were kept in the office of the secretary of the government. The papers that were in the secretary's office and among them original concessions, form part of the public archives at this time, and are in my custody as such keeper.

[Here the plaintiff rested his case.]

Antonio Alvarez called by the counsel for the United States.

Witness states that the original grant to Miranda in this case, and brought into court by the said witness under a subpœna *duces tecum*, is the original of the document of which the plaintiff has read the translation of a copy made by me. I cannot say when I first saw the said original; I saw it in the office of the secretary of government. I cannot recollect how long before the change of flags I first saw said original; I saw it before the change of flags; I do not know how and when the said original was deposited in the secretary's office. I recollect seeing it before the change of flags, but cannot recollect the year; Tomas de Aguilar was secretary, or acting secretary; I cannot say whether Pierra, the former secretary, was dead or not, at the date of the grant. Aguilar was acting as secretary when I first saw the grant, and continued as secretary till the change of flags.

The original grants brought into court by the witness under subpœna *duces tecum* being presented to the witness, he states that they are the same documents which he brought into court on the hearing of this cause before, and which were then marked in court.

AUGUST 21*st*. 1839.

Antonio Alvarez, called on this day by the plaintiff, states that he was acquainted with Doctor James Hall; that he does not believe that Doctor Hall understood the Spanish language.

Examined by the United States.

Witness states that the name of White is an English name; that he was in the office of the secretary of the government, in November 1810.

Examined by Claimant.

Upon witness being requested to look at the signature of White to the several original oaths of allegiance, brought into court by the said witness as keeper of the public archives, witness states that he believes the said signatures to be genuine signatures of Governor White.

Examined by the United States.

Witness states: I have sometimes seen Governor White sign his name. I think I can say upon my oath, from my knowledge of Governor White's handwriting, that his signatures to the oaths of allegiance testified to by me as above, are the genuine signatures of Governor White. Witness states: I am constantly seeing the signature of Governor White, and judge somewhat from thus seeing his signatures. I was not present when Governor White signed these oaths of allegiance.

Examined by Plaintiff.

Witness states that the correspondence of the Spanish government was always written in the Spanish language.

Examined by the United States.

Witness states that the Spanish governor here, in writing to Doctor Hall, would have written in the Spanish language, but latterly, Governor Coppinger had a translation made which accompanied the Spanish letter. There was a public translator here, who would translate documents presented to him. If the governor made a communication to any person to be sent to any part, it would be written in the Spanish language.

AUGUST 22*d*, 1839.

Antonio Alvarez called by the counsel for the United States, upon the following papers, to wit: books No. 7, 8 and 9, of the oaths of allegiance to the Spanish government: Proceedings—Charles Gobert *vs.* John McQueen's estate, instituted in 1809: Proceedings—John E. Tate *vs.* Maria Evans' estate, instituted in 1809: Petition of Rafael Hernandez: brought into court by the said witness, as keeper of the public archives, being presented to the witness, and he being asked if the different signatures of White to the said papers are not the genuine signatures of Governor White; witness answers, that the signatures to the said documents are the genuine signatures of Governor White.

Testimony of John Rodman.

AUGUST 21*st*, 1839.

John Rodman sworn as a witness on behalf of the plaintiff, upon the original oath of allegiance of Doctor James Hall,

brought into court by the keeper of the public archives, being presented to the witness, he states: that he was intimately acquainted with Doctor Hall, had a great deal of correspondence with him, and has seen him write frequently; that he has not the smallest doubt that the signature of Doctor Hall, to the said oath of allegiance, is in his handwriting.

No. 3.

Being the testimony of witnesses taken on the hearing of this cause before the chancellor, and offered and read on the trial of this cause; the testimony taken on the part of the United States, being offered by the counsel for the United States, and that taken on the part of the claimants, being offered by the said plaintiff, to wit:

Testimony of George Clarke.

SUPERIOR COURT, *East Florida.*

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim.

OCTOBER 23*d*, 1832.

George I. F. Clarke, sworn as a witness in open court, on behalf of the United States; witness states: I was public surveyor in the Territory from 1811 till the change of the Spanish government in 1821. Witness states: I had an opportunity of becoming acquainted with the manner in which grants and concessions of land were issued by the Spanish government. Witness states: that the usual form in procuring concessions of land was by petition, and the governor decreed thereon, which petition and decree remained in the office of the archives as the original. Witnesss states: that it was customary to furnish the person receiving a concession with a copy of the decree, and that copy, thus received, was to all Spanish officers as evidence of title. Witness states: that royal titles were procured by petition to the governor, who would order the royal title, which was made at the escribano's office; these royal titles were signed by the governor and countersigned by the escribano. Witness states: that the evidence of title given to the grantee who obtained a royal title, was a certified copy of the same, in the same manner as concessions; and that certified copy was considered as evidence of his title.

Examined by Claimants.

Witness states: that the copies of concessions were made out at the secretary's office of the government, in his own handwriting, or by any body he chose to direct; the governor never made out these copies; there was none of his handwriting on the copy. The witness states: that these copies were certified by the secretary of the government; and if the certified copy was lost, the party might

obtain another copy. The witness states: that the party might obtain as many copies as he pleased, by paying for them; he might get a dozen, one after another, if he wanted; and so he can now get as many as he pleases, by paying for them, from the office of the keeper of the public archives. The party who wanted copies under the Spanish government, was not required to prove that he had lost other copies of the same paper that might have been furnished to him. The witness states: that if the party took no copy of the grant or concession, at the time he obtained the decree, he might obtain a copy at any other time, by paying for it; and he could not obtain a copy at the time he obtained the decree, without paying for it. The witness states: that if the party took no copy, his title, in my opinion, was just as good as if he did; the original being in the office.

Examined by United States.

Witnes states: that he has known many instances of the party receiving a concession without receiving any evidence of the making said concession; that he cannot designate, at present, any particular case where a copy has not been furnished, but he knows of many instances. Witness states: that the concessions of land were made at the secretary of the government's office, and then passed over to the escribano's office for the royal title; the concessions were passed over to the escribano's office, when it was necessary to make out a royal title; there was no particular time for passing the concession from the secretary to the escribano's office. Witness states: that it was usual, when the decree granted the land in absolute property, for the royal title to be made out soon afterwards, which was signed by the governor and countersigned by the escribano. Witness: that when a decree, granting lands in absolute property, was made to a petitioner, it was usual for it to pass immediately, or a certified copy, to the escribano's office, when a royal title was made out. Witness states: that where lands were conceded upon condition, it was usual for the party, upon his shewing that he had performed the conditions, to apply, by petition, for a royal title, which was then issued to him, giving him the lands in absolute property. Witness states: that when a royal title was asked for services, it was not usual for it to issue until a petition had been presented, and a concession made in the secretary's office; a royal title was never made until after a concession had been made.

Examined by Claimants.

Witness states: that in cases where a concession was made of property absolutely, it was not necessary for the party to make another application to the governor for a royal title, but the escribano would make the royal title upon the concession. The witness states: that the governor would never grant lands without a direct

application to him for them. The witness states: that it was necessary, when a party wished a royal title, for him to present a petition to the governor for it; when a concession for lands in absolute property was given, I believe it was always usual to make an application for the royal title; there was no limited time within which the party must make his application for his royal title.

Examined by United States.

Witness states: that where the prayer of the memorialist was for land in absolute property, and a decree made granting it to him in absolute property, it was not necessary for the party to make another application for a royal title. Witness states: that it was not necessary for the governor to make an order in case of a concession in absolute property, directing the secretary to pass the concession over to the escribano's office; but that the secretary would pass it over for the escribano to issue the royal title; and a royal title, thus issued, would be signed by the governor and countersigned by the escribano.

Examined by Claimants.

Witness states: that where there was an original concession of a tract of land, he has never known a royal title made without application by the party; and that no subsequent paper was given to the party, but upon his application for it. Witness states: that he knows of many concessions made in absolute property, upon which no royal titles have been issued; but the decree usually, in such cases, stated that it was to serve the party as a title in form. That upon such a concession as this, after the party had obtained a survey of his lands, he might apply for a royal title, or he might proceed and sell the lands without such royal title; and in no such case would the royal title be issued to the party without his application.

Examined by United States.

Witness states: that the mode of making concessions of land, and declaring them to serve as titles in form to the parties, was introduced (the witness thinks) by Governor Kindelan, in the year 1813 or '14. Witness states: that he does not recollect of any particular instance in which a sale of land has been made before the notary of the Spanish government, on a concession; but he thinks there have been such sales. Witness states: that a person could not have his lands surveyed without having with him his concession or grant, or a certified copy of it; and that the party could have his land surveyed in what place he wished; there are some exceptions to this, when the secretary of the government sent a note to the surveyor. Question. In a grant calling for Hillsborough and Tampa Bays, would the surveyor be authorised to locate the land from St. John's and St. Mary's? Witness answers: that he, as

surveyor under the Spanish goverment, would have surveyed the land wherever the party wished; and that it was a privilege of the party to locate the land where he wished; and that his predecessor, Pedro Manot, as surveyor, had pursued the same course. Witness states: that after the survey of the land, if the location had been changed, it was not necessary to obtain another title for the land surveyed; but it was usual for the surveyor, in his certificate of survey, to mention, if the location of the place were changed; it was not necessary to obtain another title for the land surveyed, but it was usual for the surveyor, in his certificate of survey, to mention, if the location of the land were changed, that fact; and that where a royal title was given, it was usual to apply to the governor for a change of location, if the party wanted it. Witness states: that between the concession and the royal title, the party might select his spot for locating his lands; but that after the royal title was issued, fixing the location of the land, it was necessary, if the party wished the location changed, to apply to the governor.

Testimony of James Hall.

OCTOBER 24*th*, 1832.

Testimony of James Hall.

James Hall, sworn as a witness in open court, on behalf of the United States. Witness states: I have been a resident of Florida going on thirty-five years. I took the oath of allegiance at this place in 1798. Witness states: as far as I am acquainted with the rules of issuing grants and concessions by the Spanish government, it was by a memorial to the governor and a decree of the governor thereon, and a certified copy thereof was sent out to the party who applied for the grant. Witness states: I am acquainted with numerous instances of grants having been made by the Spanish government, and I have never known the rule of delivering a copy of the grant to the party to have been departed from, as far as my knowledge extends. Witness states: that it was considered that a certified copy of the concession or grant, where the original was in the office, was good evidence; if the party lost any of those copies, he could procure another by applying at the office.

Examined by Claimant.

Witness states: that he never knew that it was necessary to have a copy of the concession or grant to complete the party's title, but that the copy was taken for the party's own satisfaction, and that copy could be procured at any time.

Examined by United States.

Witness states: I was acquainted with Governor White, and have seen him write in his office at his table, but I did not look over his

shoulder while he was writing. Witness states: I saw Governor White's writing after it was executed; and I frequently carried Governor White's passports out into the country; and that for a period of ten years he was accustomed to carry the governor's passports whenever he came to town. Witness states: that he considered himself at that time well acquainted with the handwriting of Governor White.

Upon the original grant or concession in this case, brought into court by the keeper of the public archives of East Florida, being shown to the witness, and he being asked whether he believed the signature of Governor White affixed to the same, to be the signature of the said Governor White; the witness states, that the said signature has very much the appearance of that of Governor White, but it does not seem to him to be so well executed as some of the governor's signatures were. Witness states: that this signature of White slopes down a little more to the right than Governor White's signatures generally did, and that Governor White was very correct in all his writing that ever the witness saw. Witness states: that from his knowledge of Governor White's handwriting he does not believe the signature of Governor White annexed to this concession or grant to be genuine; he cannot swear positively, but he believes that the signature of Governor White is not genuine.

Examined by Claimants.

The witness states: that this is not the first time that he has seen the signature of Governor White annexed to the original concession or grant in this case, he saw it once in the land commissioner's office, and that at the time he saw the signature before, he was called to examine it before the board of land commissioners. I was called at that time, I believe, by the district attorney, Mr. Macon. Witness states: I had never seen this signature of Governor White before I saw it before the land board, it was first presented to me there. Witness states: that he was aware before he was called before the land board, that he was called there for the purpose of impeaching this signature of Governor White. Witness states: that had nothing been said to him as to the genuineness of this signature of Governor White, he does not know that it would have occurred to him that it was not genuine; he would not have been so particular in examining it, but that having looked at this signature of Governor White minutely, he believed it was not genuine, and believes so still. Witness states: that his opinion of this signature of Governor White not being genuine, is founded upon its sloping to the right, and not being written with that neatness and exactness with which Governor White usually wrote.

Question. Was your suspicion or belief as to the genuineness of this signature of Governor White drawn from the character of the writng itself or from extrinsic circumstances?

The witness answers: that certainly it was in a great many respects from extrinsic circumstances and from the character of the

writing itself. The witness states that his knowledge of Governor White's handwriting is drawn from having had many papers with the governor's signature, and not alone from the passports signed by the governor. Witness states: I was in the habit of carrying these passports of the governor from 1798 until about 1810, I believe about twelve years. Witness states, I heard Governor White died in 1811, and I suppose the governor was seventy years of age when he died. Witness states that he was seventy-two years of age the 8th day of this month. Witness states: I was in the habit of seeing Governor White's writing from 1798 up to 1810. Witness states, that he left this country in the year 1810, and that the last writing of Governor White's that he saw was in September, 1810, to the best of his recollection. Witness states that he lived on the St. John's at this time, about thirty-two miles, he believes, from this place. Witness states that he does not recollect that he has said within a day or two that he believed this to be a good grant, nor he can't recollect that he has said so within a week or two; if he did say so he must have been out of his head, as he never believed this to be a good grant. Witness states that he left this country 17th September, 1810, by Governor White's permission, and he returned to the country again in March, 1812; in the interval Governor White had died. Witness states that he has resided from 1812 to the present time on the St. John's river, where he now resides, and that his avocations have during that time been agricultural.

The said claimants, by their counsel, excepted to so much of the testimony of this witness as shewn that the witness believes that the signature of White is not genuine, because the witness declares that his belief on this point is from circumstances extrinsic to the writing as well as from the character of the writing itself—which exception was overruled by the court, and the testimony permitted to be received. To which decision of the court the counsel for the said claimants excepted.

OCTOBER 25*th*, 1832.

James Hall, a witness, sworn herein on yesterday, was, on this day again called and examined. The witness requesting that he may be allowed to explain his testimony given on yesterday in relation to his having said that he did not believe Miranda's grant in this case to be genuine. I believe I was accosted by a person in the market house and asked what I thought of the Miranda grant, and I replied that I thought the grant was good, and that answer was given jocosely to evade any further conversation with the person, and that I did not think of this yesterday at the time of my examination. In further explanation of his testimony delivered on yesterday the witness states, that in 1805 and 1806 he lived to the south of New-Smyrna, and during each of those years I was twice in town. Witness states that in 1807 he resided at Yocoy, about eighteen miles from this place, and he was frequently in town during this year, and that he went from Yocoy to the place where he now resides,

and lived there till 1810, and in 1810 I was exiled from the country on charge of raising a rebellion, and stayed from the country eighteen months and six days in Camden county, Georgia, when I returned to the place where I now reside, and stayed there till 1816, and then left my place and stayed eighteen months at Mr. Kingsley's place, called Greenfield, on the St. John's, and then returned to the place where I now reside, and where I have resided since that time.

Examined by Claimant.

Witness states: that the person whom he met in the market house, and to whom he has made reference in the foregoing explanation, was Raphael D. Fontane, and I do not recollect to have said any thing as regards the genuineness of this grant to any person except Fontane. Witness states: that on giving his testimony on yesterday he did not recollect this conversation with Fontane. Witness states: it may be possible that I have mentioned the subject to somebody else, as the subject is a topic of conversation throughout the place, but I do not recollect at this time.

Examined by United States.

Upon certain concessions or grants made by Governor White and brought into court by the keeper of the public archives, and which the counsel for the claimants admit to be genuine, being presented to the witness, by consent of the counsel for the claimants, the court, instead of the counsel on the other side, presented the grants to the witness in the order which follows; and he being asked to point out the difference between the said signatures and the signature of Governor White annexed to the grant or concession in this case—

The first grant or concession presented to the witness was to Augustin Santana, signed by White, and dated 8th of August, 1810. The witness states that the signature of White differs from the signature to the grant or concession in this case in the flourish of the W, and the finish of the e; witness states, I mean in the flourish the W; the making of it is different. Witness states: I think this signature shown to me of White is written more correctly. The counsel for the United States having asked the court to enquire of the witness whether the e in the genuine signature of White is connected with the t, witness replies, that in the grant or concession in this case the e is nearer to the t than in the document shown to the witness, and signed by Governor White, and that the signature of Governor White which he holds to be true, is straighter than the signature to Miranda's grant in this case, and the whole signature appears to be more plain and neat.

On another grant made by Governor White to one Reden Blunt, and dated 16th March, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had in the preceding one, the witness states that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to one John McClure, and dated July 5th, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the preceding one, the witness states that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to one Gerara Farel, and dated July 5th, 1810, being shewn to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the preceding ones, the witness states that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to John Fraser, and dated 2d May, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the preceding ones, the witness states that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to one Jim Ross, and dated September 15, 1810, being shown to the witness, and he being asked if he made the same remaks in relation to this paper as he had to the preceding ones, the witness states that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to one Andrew Atkinson, and dated December 1st, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had made to the preceding ones, the witness states that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to one John Fraser, and dated May 4th, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the preceding ones, the witness states that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to one John McClure, and dated July 7, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the preceding ones, the witness states that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to one Francis Sondag, and dated January 13, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the preceding ones, the witness states that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to one Jim Ross, and dated July 12th, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the preceding ones, the witness states that in the signature of Governor White attached to this grant, the W and the h are not as plain as in the other signatures of Governor White, and that the W and h differ in this signature from the other signatures of Governor White. The W and h in this signature of Governor

White do not appear to be so plain or correct as in the other signatures, nor does the whole signature appear so plain as in the other signatures of Governor White.

On another grant made by Governor White to one Andres Pacelty, and dated October 5th, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the grant to Augustin Santana, the witness states that to the first signature of Governor White he makes the same remarks in relation to this paper as he had to that, and no other; but as to the last signature of Governor White affixed to said paper, the witness states that the W in that signature does not appear to the witness so plain as the W in the signature of White affixed to the documents which the witness has stated to be White's signature.

The court then presented the original grant in this case to the witness, and dated 26th November, 1810, and he being asked if he made the same remarks in relation to this paper as he had to the grant to Augustin Santana, the witness states that the signature of White to this paper does not appear to resemble the signatures of White which have been presented to him before.

On another grant made by Governor White to one Bartolome Leonardy, and dated May 12th, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the grant to Augustin Santana, the witness states that he makes the same remarks in relation to this paper, and makes no other.

October, 26th 1832.

James Hall, a witness heretofore sworn herein, was on this day again called and examined. Witness states in answer to an enquiry by the court, that he does not recollect that he stated yesterday that when the grant in this case was presented to him, he knew it was the grant in this case, but he states now, that he did know that it was the grant in this case, and knew it as soon as it was presented to him.

Examined by Claimants.

Question. Have you or not often seen Governor White write?

Answer. I have seen him write frequently at his table, but generally most of his writing that I had was from passports going out; these passports were carried by the secretary of the government to the governor who signed them, when the secretary gave them to me, for which I gave him twenty-five cents.

Question. In what place did the governor write on the occasions on which you saw him write?

Answer. He generally wrote on the occasions I saw him, up in this room and down in Aguilar's office in the room below, but he did not know what the governor was writing. Witness states that in

one particular instance he can state what Governor White wrote, which was when I had an intention of going to West Florida, and the governor had an acquaintance in West Florida, one Forbes, and the governor gave me a letter to him, but when I gave up the intention of going, I returned the letter again to the governor.

Question. Did you see this letter written by the governor?

Answer. That he cannot recollect whether he did or not, I cannot say that this letter was written in my presence.

Question. In what place was this letter written?

Answer. I don't know.

Question. Did you ever see Governor White write so as you could judge of his handwriting at the time he wrote?

Answer. I don't think I have, I never looked over his shoulder at the time he was writing.

Question. To whom was your application for passports made?

Answer. I mostly went to the secretary of the government for them, and the secretary carried them up stairs to the governor, and brought them back signed by the governor.

Question. In what manner did Governor White give his consent to your leaving the country at the time you left it?

Answer. As well as I can recollect Governor White wrote to the judge, Mr. William Craig, that I must come into town and go into the works or leave the country, and I chose the latter.

Question. When did this happen?

Answer. I saw the order on the 17th September, 1810, and on the 18th of the same month I left the country. I cannot state when the order of the governor was dated, but the best of my recollection it was about 6th September, 1810.

Question. When were you last in town before your leaving the country?

Answer. I cannot recollect exactly the time, I believe it was in the course of the summer of 1810.

Question. How had you stood with Governor White for two years preceding your leaving the country;; on good terms or otherwise?

Answer. I thought I stood upon good terms with Governor White, and that if I came into this room when he was drinking wine with the officers, he would ask me to drink a glass of wine or cordial with him: after this answer being read to the witness, he adds, but not to sit at the governor's table, and that I had frequently contributed, at one time $10 at another $5 and so on three or four different times, as a contribution to the king, and that the occasion of the governor's displeasure with me, was at the representation of William Craig and others, and that I would not perjure myself and take up arms under McIntosh, Craig and others, that raised the insurrection afterwards.

Question. Was Governor White easy of access to the people of the province?

Answer. That he was not remarkable easy. I rather at one

time took myself to be a favorite of his; there was some little difficulty at one time about a fifty acre tract of land. Witness adds that after the death of Governor White, I was honorably restored under the government and appointed surgeon to the troops on the St. John's, Amelia Island, and all those places.

Question. Will you have the goodness to state when the signature to the Miranda grant was first shown to you?

Answer. I believe I have already stated that I believe it was before the land commissioners. I cannot tell who presided at that time, I know Mr. Macon was present; witness adds, at the time I saw it before the land commissioners, I rather think Judge Floyd presided; witness further adds, that this was I suppose about 1825 or '6, but it is strong on my mind that it was not before the register and receiver, Mr. Downing and Mr. Allen.

Question. Will you state how long it had been when this signature of White was presented to you since you had seen any other writing of Governor White?

Answer. I have often seen the signature of White between 1810 *at* the time I saw it before the board of land commissioners.

Question. Will you have the goodness to say whether the slope which you mention in the signature of White to the Miranda grant was first discovered by you, or was it pointed out to you by any person; be pleased to recollect on this point?

Answer. I think Judge Bethune and myself were before the board of land commissioners, and I cannot recollect whether the slope was first discovered by me. I think I discovered the slope the first moment I passed my eye over it.

Question. Was it by the slope of the signature principally that you recognized the Miranda grant, when it was presented to you in court yesterday?

Answer. By the slope, and I did not think it had any resemblance to Governor White's handwriting.

Question. Have you never seen any of Governor White's signatures to slope either up or down besides the one in question?

Answer. I do not recollect particularly at this time, they were generally pretty straight.

Question. Can you determine as correctly the handwriting and signatures of other persons whom you have often seen write, as you have seen Governor White write, or determine the correctness of your own writing and signature as you can judge of Governor White's signature, or of John Rodman's handwriting and signature which you have often seen?

Answer. At various times in my writing I write very different, but I think I should at first sight determine Governor White's handwriting, and Mr. Rodman's equally as soon as I should my own, as they are much more correct writers than I am, but I should know a letter I received from Mr Rodman just as soon as I should my own, but that Governor White's has been so long, I should not know it so soon. Witness adds, that if I should see my own sig-

nature slopingly, I should know it as my own, as I write a very bad hand. Witness further adds, I have never seen any of Mr. Rodman's writing but was very correct.

Question. Will you state whether the distance between the t and the final e, in White's signature to the Miranda grant, being less than usual, occurred to you first from your own observation when you looked at that signature, or was it pointed out to you by any person?

Answer. It is impossible for me to tell. Mr. Bethune and myself both discovered that there was a difference in the t and the e. It appears to me that I recollected those differences myself to the signature of Governor White; but I would not presume to say that it had or had not been pointed out to us before we made up our minds.

Question. Will you be good enough to state what induced you on yesterday, when you came into court, to correct the testimony you had given on the day previous?

Answer. It was from some observations that fell from one of the counsel, that I thought was personal; and that is the reason I corrected my testimony next morning.

Question. Had you not been informed, and did you not know, when you made that correction, that without it, the party against whom your testimony operated, might contradict it?

Answer. I made the correction to my testimony from my own suggestion, and I mentioned to one of the counsel that I had made a wrong statement, and wanted to know if I could have it corrected, and the counsel told me I could. I made the statement through passion, and had reflected on it after I had gone to bed, and I mentioned the subject to nobody else.

Witness states, in answer to enquiry by counsel for claimants, that when he testified before the land board he was not summoned, but happened there accidentally.

October 27*th*, 1832.

James Hall, a witness heretofore sworn herein, was on this day again called and examined.

The witness, on his testimony heretofore delivered in this case being read to him, states that he wishes to correct that part of it, given on the 24th inst., as to his not having seen Governor White's handwriting since 1810, by adding that he frequently saw Governor White's handwriting after 1810, after he was restored to the country, in the public offices, and perhaps at other places. Witness adds, in explanation of his testimony given on yesterday, in relation to the difference between the t and e of White's signature, as examined before the board of land commissioners by Mr. Bethune and himself, that I believe I was the first that discovered the slope in the signature of White to the grant in this case; at the time referred to above he had not heard any body else make that objection;

and that in the course of the day I examined this grant before the land commissioners; I do not know that Mr. Macon pointed out the other differences in the signature to me, but I think I had frequent conversations with Mr. Floyd and Mr. Macon, on that day, in relation to this signature, before we were examined; and I cannot say that the other differences in the signature of White were pointed out by Mr. Macon or any other person, or not; but the improbability of such a grant being made was spoken of, from the enormity of the grant.

Witness adds, in further explanation of his testimony given on the 25th inst., that in 1798, I believe, I came into Florida, and on the first day of March I came on to Fernandina, and from there I went to the St. John's, to Mr. McQueen's, and different places, till April, the same year, when I came to town and took the oath of allegiance to his Catholic majesty; I then went to Pottsburg creek, on the St. John's, and took a school for six months; after that I went to Amelia Island, and took a school there for six months more; then I returned to the St. John's, and took a school for six months at Capt. Hollingsworth's; after that I took a school at Capt. Atkinson's, on the St. John's river, for six months more. I believe in 1800, I planted by myself on what is now known as Doctor's creek. In 1801, I managed a plantation for Mr. McQueen, at Pottsburg. In 1802, I made an agreement with Mr. Bethune to plant, on shares, on what is now called Reddy's Point, on the St. John's; but, in February of that year, the disturbance broke out with the Indians, and I had to abandon that place, and I was ordered as a horseman to go up to Buenavista, to guard and protect the workmen that were building a fort up there, and I staid at Buenavista six weeks. After that, Mr. McQueen came out with the militia, and we went up to Spring Garden, and broke up an Indian settlement there was there. I believe it was in April, 1802, I returned to this place, and from here I went to Mr. McQueen's mills, on the St. John's, and with eight negro men I undertook to stockade Mr. McQueen's mills, to keep them from being broke up by the Indians, and continued there during that year. In 1803, I cropped with Mr. Hollingsworth, on the St. John's, on shares; and in 1804, I went to Julington creek, and made a crop with Mrs. Pengree; and from Mrs. Pengree's I went to the south of New Smyrna, as before stated in my testimony.

Witness states, I have made this statement according to the best of my recollection; I may have made some errors, but they are not intentional.

Examined by Claimants.

Witness states, that the body of the passports of which he has spoken were not written by Governor White, but were written by the secretary of the government. Witness states, the day after I was put in the guard-house I came up in this room, where the gov-

ernor and escribano were writing, and my passport was made out there. Witness states, that he don't recollect that at any other time than the time at which the governor wrote his passport, to have seen the governor write any writing which was delivered to him. Witness states, I believe I have seen other writing besides his signature; and I believe my oath of allegiance was written by Governor White, and I expect is in the secretary's office. Witness further states, I have seen many letters of Governor White, to Mr. McQueen, Capt. Atkinson, Mr. Craig, and Mr. Lawrence, which they have read to me; these letters, I expect, were upon official business. The governor's letter to Mr. Craig were written by the governor himself, in the English language. I cannot tell whether the other letters were written by the governor or his secretary; and my oath of allegiance, to the best of my recollection, is in the English, and I think that Aguilar told me that my oath of allegiance was in the governor's handwriting.

Question. Was you ever a regular educated scientific physician, and practised as such, and if so, where?

Answer. When I was sixteen years old I entered into the American army, and after the American army was discharged, I served an apprenticeship of three years with a physician in Deerfield, Massachusetts; and that at that time sheep skins were not as common as they are now, I only took a certificate from the physician, and afterwards I practised as a physician in Virginia and North Carolina, on the lines. Witness states: I am not acquainted with the learned languages, Latin and Greek; I was carrying a knapsack during the time I ought to have been learning them.

Testimony of Farquhar Bethune.

October 27*th*, 1832.

Farquhar Bethune, sworn as a witness in open court, on behalf of the United States. Witness states: I am a native of Florida, I was born in Pensacola, I first came to St. Augustine in July, 1803. Witness states: I knew Henry White, the governor of this province, as the governor; I knew him as such governor till, I believe, 1811, when he died, and I found him governor when I first came to this place. Witness states: I have seen Governor White sign memorials and passports, and I have seen him sign them three or four times; I saw him once sign several memorials in the secretary's office, and I have frequently seen his signature during the time he was governor of this province. Witness states: I cannot say that I was accustomed to see the governor's signature. Witness states: I came to town pretty frequently—two or three times a year—and sometimes I saw the governor's signature, and sometimes I did not; it depended if I had any business with the governor. Witness states: I considered myself well acquainted with the governor's official signature.

Upon the grant or concession in this case, brought into court by the keeper of the public archives, being shewn to the witness, and

he being asked if he believed the signature of White annexed to this grant to be the genuine signature of Governor White, the witness answers, that it looks very like it, but I should doubt. Witness being asked by the counsel for the United States, if he had any peculiarities to point out in it, witness states, if I have not forgotten his signature, Governor White wrote more on the line, that is, straighter. Witness being asked by the counsel for the United States, if he had any further peculiarities to point out in this signature, witness states, it appears to me the W is not as well formed as usual. Witness being being asked by the counsel of the United States, if he had any further peculiarities to point out in this signature, witness states, I rather take the flourish under the name is not as accurate as it usually is, I think.

Question. Can you point out in the flourish any peculiar variation from the flourish of Governor White ?

Answer. It appears to me the turns are not as well rounded as was usual with him, and the angular part of the flourish not as well formed. Governor White took particular care to form his flourish, as all Spanish officers usually did; but these are differences that might occur to any body.

Question. Do you or do you not find a difference in the central part of the flourish ?

Answer. I think I do; the central part of the flourish is not formed with the usual accuracy with which the governor usually formed it.

The counsel for the claimants object to the foregoing questions as leading; which objection the court overruled.

Upon enquiry by the court, the witness states, that he is well acquainted with the handwriting of Governor White, from having seen the governor write.

Upon certain concessions or grants made by Governor White, and brought into court by the keeper of the public archives, and which the counsel for the claimants admit to be genuine, being presented to the witness by the court, by consent of the counsel for the claimants, instead of the counsel on the other side, in the order which follows: and he being asked to point out the facts and particulars in which Governor White's signature to this paper differs from the signature of Governor White affixed to the grant in this cause. The first grant or concession presented to the witness, was to Augustin Santana, dated 8th of August, 1810, and numbered 1. Witness states, this signature has the general character of Governor White's signature, and the letters are formed in the usual manner, and the signature first handed to me is inclined downwards towards the right; the W in the signature is formed more in the usual manner of Governor White, and the flourish beneath the name is formed with more beauty than in the other signature. Witness, in answer to an inquiry by the court, if he had stated all the facts and particulars in which this signature differed from the signature to the Miranda grant, states that he had stated all the facts and particulars that he

deemed important, and at the same remarked, that there was a difference in the e in this signature from the signature to the Miranda grant, and that there was a difference in the e in this signature from the grant which had been secondly presented to him, [the grant secondly presented to the witness by the court, was one of the grants which are admitted by the counsel for the claimants to be genuine, and was presented to the witness previous to the grants being arranged in the order in which they here appear,] but that he believed this grant to be genuine.

On another grant made by Governor White to one John McClure, dated July 5th, 1810, and numbered 2, being presented to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the one to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Gerara Farel, dated July 5th, 1810, and numbered 3, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the one to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one John Fraser, dated May 2d, 1810, and numbered 4, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant, as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to both the signatures to this grant.

On another grant made by Governor White to one Jim Ross, dated September 15th, 1810, and numbered 5, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant as he had to the grant of Augustin Santana, the witness states, that he makes the same remarks in relation to both the signatures to this grant.

On another grant made by Governor White to one Andrew Atkinson, dated December 1st, 1810, and numbered 6, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one John Fraser, dated May 4th, 1810, and numbered 7, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the one to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White, to one John McClure, dated July 7th, 1810, and numbered 8, being presented to the witness, and he being asked if he made the same remarks in relation

to this grant as he had to the one to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Francis Sondag, dated January 13th, 1810, and numbered 9, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the one to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Jim Ross, dated July 12, 1810, and numbered 10, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the one to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Andre Pacelty, dated October 5th, 1810, and numbered 11, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to both the signatures to this grant.

On another grant made by Governor White, to one Bartolome Leonardy, dated May 12, 1810, and numbered 12, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to both the signatures to this grant.

On another grant made by Governor White, to one Reden Blunt, dated 16th March, 1810, and numbered 13, to which three signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to the three signatures to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to the three signatures to this grant.

Witness being asked by the counsel for the United States, if he does or does not find any difference in the t and e in the signatures of the grants presented to him, and the signature to the Miranda grant; states, that the t and e are closer in the signature of White to the Miranda grant than they are in the other grants.

The counsel for the claimants objected to the foregoing question as leading, which objection was overruled by the court.

Witness being asked to look at the last angle of the flourish of White, the witness states, I don't know that I can point out any particular difference, but think there is a difference.

OCTOBER 29*th*, 1832.

Farquhar Bethune, a witness sworn herein on the 27th instant, was

on this day again called and examined on the part of the United States:

Question. Do you or do you not recollect whether some signification was not attached to the flourish under the signature of Governor White?

Answer. I think some signification was attached to it; I think the flourish was in the place of a seal, and I think all Spanish public officers attach some importance to the flourish under the name; and all public documents, where they consisted of more sheets than one, a flourish was placed on the margin of the other sheets, and then the name was signed at the end of the document with a flourish.

Question. Do you or do you not know the signature to the paper first presented to you in this case, purporting to be the grant to Miranda, to be the signature of Governor White?

Answer. I have already said that I doubted it strongly.

Question. You have already stated your doubt; we wish you to state your belief?

Answer. I believe it is not.

Examined by Claimants.

Question. Is your opinion of the want of genuineness in the signature of Governor White to the Miranda grant, founded upon circumstances appearing on the face of the signature, or upon circumstances extrinsic of the signature?

Answer. My opinion is founded on the appearance of the signature, and on other circumstances.

Question. When you came into town during Governor White's time, were you in the habit of getting passports to leave town and return to your home?

Answer. I was not in the habit of getting passports on returning home in Governor White's time.

Question. Do you recollect any instance of getting a passport to return to your home in the country, and were passports necessary for that purpose during Governor White's time?

Answer. I do not recollect any instance of getting a passport to return into the country during Governor White's time, and they were never necessary during Governor White's time, to my knowledge.

Question. Do you know whether the passports were sealed or not in Governor White's time?

Answer. Passports were not sealed in Governor White's time as far as I know.

Question. What was the state of Governor White's health for some months previous to his death?

Answer. Governor White's health for some months previous to his death, was bad.

Question. Will you state whether you have not testified as to

this signature to the Miranda grant on a former occasion before the land board?

Answer. I did testify before the land commissioners as to the signature of Governor White to the Miranda grant.

Question. Will you state whether you did not understand, before you testified at the land board, that the object was to impeach this signature?

Answer. I don't know that I knew before I was examined before the land board, that the object was to impeach this signature of Governor White to the Miranda grant.

Question. Did you, when you at first was called upon to examine the signature of Governor White to the grant to Miranda, pronounce upon the signature without seeing or reading the grant?

Answer. I do not remember whether I saw the grant or not; I recollect distinctly the grant being produced, and Mr. Drysdale made some objection, and I don't know how the board ruled; I forget; I think it is probable I saw the signature; I suppose I must have seen the signature, but I really don't remember.

Question. Was there any thing particular in the mode of presenting the signature to you before the land board; were, or were not the other parts of the grant, except the signature, covered up or concealed from you?

Answer. I don't remember.

Question. Did you not read the signatures of all or any of the other grants on which you have pronounced, without seeing or reading the grants; were the other parts of the grants except the signatures, covered up or concealed from you?

Answer. I did not look at any of the grants that were presented to me; the grants were not concealed when they were presented; they were presented open.

Examined by United States.

Question. Please state the circumstances to which you referred as the ground of your further belief that the supposed grant to Miranda is not genuine.

Answer. From the relative situation of Miranda to the governor; from the character of the governor who was not prone to make large grants, but rather withheld that to which a party was really entitled; and for never having heard of such a grant till within a year or two of the taking possession under the cession. Witness being asked if he had any further reasons to state, answers: I have no further reasons except those which arise from the signature itself, and I owe it to myself to state, that the first time I saw the signature to this grant, I doubted it to be genuine from the view of the signature itself, without any other circumstances; and I first saw this signature in the office of the keeper of the public archives where I was searching for a memorial; and this grant was first shown to me by Alexander Hamilton, one of the land commissioners, who came into the office of the keeper of the public archives while I was there, and

he asked me if I had seen the large Miranda grant; I told him that I had not; he then put it into my hands and turned over the sheet to look at the signature. As soon as I saw the signature "White" I said to Hamilton, this appears to be White's grant; I thought it was Coppinger's, but I made no remark to Mr. Hamilton as to the signature whatever; I rather think it was the astonishment I expressed at this being White's grant, has produced me here to-day, and before the board of land commissioners.

The counsel for the claimants objected to the foregoing question on the ground of its asking the witness to state facts extrinsic from the signature itself; which objection was overruled by the court.

Question. Was there any thing in the relative situation of Miranda and White which induced you to believe this grant not to be genuine?

Answer. Miranda, at that time, was second pilot of the bar of this place, in which situation I do not think he could have rendered such services as to entitle him to so great a favor.

The counsel for the claimants objected to the foregoing question on the ground of its asking the witness to state facts extrinsic from the signature itself; which objection was overruled by the court.

Question. What was the state of Governor White's health in November, 1810?

Answer. I cannot speak as to any particular time; sometime before his death he was in a very bad state of health; I do not recollect what month he died. I think he died in 1811.

Question. Were there or not published by Governor White, regulations under and in accordance to which lands would be granted, and did he or not rigidly adhere to them so far as you know?

Answer. He did publish regulations, but I think he varied from them.

Question. Will you state in what particulars?

Answer. I cannot remember now. He made a regulation that you should take possession of your land in six months, but it was good if you took possession in one or two years; the fact was, that he was despotic and arbitrary.

Question. Did not Governor White always require those who obtained concessions of land to take possession of the lands conceded within a short time after the concession?

Answer. He generally did. I think not always.

The counsel for the claimants objected to the two foregoing questions on the ground that it is not the best evidence the nature of the case affords; and on the ground of their irrelevancy and immateriality, which objection was sustained so far as it relates to the regulations of Governor White, whether the same was contained in a grant or other writing not before the court, but overruled as to the other portions of the answer which do not relate to said regulations.

Examined by Claimants.

Question. I wish you to state positively whether you ever saw Governor White's signature or flourish to the Miranda grant, with-

out seeing first only the signature and flourish to any part of the grant or folded up expressly to best your knowledge of the signature; or did not at the same time see the grant and signature and flourish together; and know the quantity of land granted, from the grant, or from being told of the quantity?

Answer. The whole grant was shown to me at the time I saw this signature in the office of the keeper of the public archives, and Mr. Hamilton told me that it was the large grant to Miranda. I do not recollect that I read the grant; probably I did, but Mr. Hamilton told me that it was the large grant to Miranda; till then I supposed the grant was made by Coppinger.

Question. Did you ever see or hear of a large grant made by Governor White, to Fernando M. Arredondo, jun., and situated near Tampa Bay, of about 250,000 acres; and of making other large grants to other persons?

Answer. I never heard of any large grants by Governor White, at Tampa Bay or elsewhere, to F. M. Arredondo, or any other person; I have heard of a large grant to Arredondo, but whether made by White or not, I do not know.

Question. Was it known here that F. M. Arredondo, jun., was employed by Governor White in public services, of any kind greater than those of Miranda?

Answer. I do not know that F. M. Arredondo, jun., was employed in any more important services than Miranda was.

Question. Where did you live, and how far from St. Augustine, at the time of this grant?

Answer. I lived on the St. John's river, about thirty-six miles from this place.

Question. Were you a resident of St. Augustine at any time during the administration of White?

Answer. I was sometimes in town, six or seven months at a time during the administration of Governor White; I was here frequently in 1803, '5, '6, and 7. I was once here six months, once two months, and generally staid in town about six weeks or two months.

Question. Was the governor very accessible, or was he distant and severe in his manner?

Answer. The governor was severe in his manner, and he was not very accessible, you were obliged to call upon him when you came to town, it was a regulation that you had to call upon him, he at one time sent his orderly after me, he was not in the habit of asking persons when they called upon him, to take wine or cordial with him, I can speak for myself only, I was never asked to take wine or cordial with him, nor asked to sit down in his house; I do not think he treated me with more severity than he did others; the governor was in the habit of receiving me in this room [the room now occupied as a court room] and if he was in a good humor he would ask me questions, and sometimes he would not; I think his course was as civil towards me as others, but he had some favorites.

Question. Had not the governor a particular dislike to Americans generally?

Answer. Governor White had a particular dislike to Americans generally.

Question. Had he a special dislike to Dr. Hall?

Answer. I don't know that Governor White had a special dislike to Dr. Hall; latterly, he had a dislike to Dr. Hall, in consequence of some reports made to him by Mr. Craig, on the St. John's.

Question. Did you ever know or hear of Dr. Hall's being invited to drink wine with the governor?

Answer. I never did.

Question. Did not Dr. Hall generally on his return from town, state to you what had occurred between him and Governor White, while he had been in town?

Answer. I don't think I saw Dr. Hall very often at that time, he lived about eight miles from me.

Examined by United States.

Witness states, I do not know that any grant was made to F. M. Arredondo, jun., at Tampa Bay by Governor White; I think I have heard that he had a large grant, but I don't know where, nor by whom made.

Question. May or may not Governor White have asked Dr. Hall to take wine or cordial with him, without your knowledge?

Answer. Certainly he might.

Witness states, in answer to an inquiry by the counsel for the United States, that it is generally applicable to every body, that it was not necessary to get a passport to go out of town, if it had been necessary, and I had have gone out of town without one, the governor, I think, would have sent me to the guard-house the next time I came to town; I speak of this as the practice since I came to this part of the province in 1803.

Testimony of G. W. Perpall.

October 30, 1832.

Gabriel W. Perpall sworn as a witness in open court, on behalf of the United States:

Witness states, I am not a native of Florida, I was brought here when I was eighteen months old, I stayed here till the year 1790, I then went to the West Indies and came back again in the year 1803, and have resided here ever since that time; witness states, I have seen Governor White write his name to decrees, to memorials and to passports; I have not seen him do so very frequently, I saw him when I happened to be in the office; witness states, I don't know that I am well acquainted with his handwriting, I have seen it very frequently, I can't say that I will know it when I see it, probably I may, I believe I will.

Upon the original grant or concession in this case, brought into court by the keeper of the public archives, being presented to the witness, and he being asked if he believed the signature thereto attached, to be the signature of Governor White; the witness states, it has the resemblance all but the t and the e, and they seem to deviate from what I have been accustomed to see; witness being asked in what particulars they deviate, witness states, that the e deviates more than the t, and the t and e come lower down in this signature, and the cross of the t is longer than usual; witness being asked if he found any further peculiarities in the t and the e to this signature; witness states, that he does not; and witness adds, I am very particular in writing my own name, yet I sometimes deviate; witness being asked if he ever recollected to have seen that deviation in any other signature of Governor White, witness states, I never examined so particularly as I am obliged to do now; witness being asked if he did not find the t and the e in the signature of White to the Miranda grant joined together, witness answers, they are joined together; witness being asked if in the signatures of White, to which he had been accustomed, the t and the e were joined together; witness answers, I never saw them joined so low down in any other signature, I think; witness being asked if he had seen the t and the e joined at all in the signature of Governor White to which he has been accustomed, answers, if I recollect right, the hair stroke of the t in the other signatures passes through the e about the middle of it; witness being asked to examine the flourish under the signature of White to the grant in this cause, answers; as to the flourish I can't say for myself that I see any difference, I am not particularly acquainted with that; the witness being requested to state if the lower angle in the flourish of White to the grant in this case is not more acute than usual; witness answers, I cannot recollect whether it is or not; witness being asked if he did not think that the flourish to this signature, is longer and narrower than the flourishes to the signatures of White of which he has been accustomed, witness answers, I do not recollect; witness being asked to look at the general charactor of the handwriting and flourish to the signature of Governor White to the grant, and state whether he believes it to be Governor White's signature and flourish from his knowledge of Governor White's handwriting, witness answers, I can't say, but if it is not it is a very good imitation; witness being requested to state his belief, answers I cannot say, I cannot form a belief.

Upon certain concessions or grants made by Governor White, and brought into court by the keeper of the public archives, and which the counsel for the claimants admit to be genuine, being presented to the witness by the court, by consent of the counsel for the claimants instead of the counsel on the other side in the order which follows, and he being asked to point out the facts and particulars, in which Governor White's signature to this paper differs from the signature of Governor White affixed to the grant in this cause. The

first grant or concession presented to the witness was to Augustin Santana, dated 8th of August, 1810, and numbered 1. Witness states, this signature seems to be genuine and the t and the e in this signature is as I have seen it commonly; witness being asked if he did not find a difference between the flourish under the signature to this grant and the flourish under the signature to the grant to Miranda, states, I find a difference in the lower angle of the flourish; witness being requested to point out the difference, states, the flourish of White to the signature to the Miranda grant, closes in the lower angle of the flourish and opens at the left angle, I think, and the flourish of White to the signature to this grant, opens at the lower angle and closes at the outer left lower angle.

On another grant made by Governor White to one John McClure, dated July 5th, 1810, and numbered 2, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the one to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Gerara Farel, dated July 5th, 1810, and numbered 3, being presented to the witness, and he being asked if he made the same remarks in relation to this grant, as he had to the grant to Augustin Santana, witness states, that the flourish to the signature of White to this grant, deviates a little from the others, being more obscure.

On another grant made by Governor White to one John Fraser, dated May 2d, 1810, and numbered 4, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to both the signatures to this grant.

On another grant made by Governor White to one Jim Ross, dated September 15th, 1810, and numbered 5, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant, as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to both the signatures to this grant.

On another grant made by Governor White to one Andrew Atkinson, dated December 1st, 1810, and numbered 6, being presented to the witness, and he being asked if he made the same remarks in relation to this grant, as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one John Fraser, dated May 4, 1810, and numbered 7, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks, in relation to this grant.

On another grant made by Governor White to one John McClure, dated June 7, 1810, and numbered 8, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Francis Sondag, dated January 13th, 1810, and numbered 9, being presented to the witness, and he being asked if he made the same remarks in relation to this grant, as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Jim Ross, and dated July 12th, 1810, and numbered 10, being presented to the witness, and he being asked if he made the same remarks in relation to this grant, as he had to the grant to Augustin Santana, witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Andres Pacetty, dated October 5th, 1810, and numbered 11, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant, as he had to the grant of Augustin Santana, the witness states, that he makes the same remarks in relation to both the signatures to this grant.

On another grant made by Governor White to one Bartolome Leonardy, dated May 12, 1810, and numbered 12, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant, as he had to the grant to Augustin Santana, the witness answers, that he makes the same remarks in relation to both the signatures to this grant.

On another grant made by Governor White to one Reden Blunt, dated 16th March, 1810, and numbered 13, to which three signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to the three signatures to this grant, as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to the three signatures to this grant.

Examined by Claimants.

Question. Do you think any person can be so correct in making a flourish, like this, to Governor White's signature, as not sometimes to leave an opening in an angle, and to omit it in another, without design ?

Answer. It may be probable enough, that a person may make a mistake of that kind.

Upon the grant No. 1 to Augustin Santana, which was heretofore presented to the witness by the court, on his examination on

the part of the United States, being again presented to the witness by the counsel for the claimants, and he being asked whether the signature of White, to this grant, did not slope down a little; the witness answers, that the signature to this grant is as usual; it seems to me to slope a little, if any thing. Witness adds, I observe now the signature of White does slope down a little.

Upon the grant No. 2 to John McClure, herotofore presented to the witness, as aforesaid, being presented to the witness by the counsel for the claimants; and he being asked, whether the i in the signature of this grant did not fall below the line; witness states, that it is the latter part of the h that does not come down as low as the i, that makes the i appear out of the line. Witness being asked, if the h in the signature of White to this grant, is as correctly formed as usual; witness states, I think it is. Witness being asked to state, whether the signature of White, to this grant, is written on as straight a line as usual, or whether there is not a curve at the bottom, states, there is some peculiar difference in this signature, from those I have been accustomed to see, but I cannot explain it. Witness adds, I think this grant is genuine.

Upon grant No. 3 to Gerara Farel, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being requested to state, whether the e in this signature of White, is not out of line, a little lower down than the other letters, states, that the e is a little lower than the other three letters, but it is on a line with the W. Witness adds, that he believes this grant to be genuine. Witness being requested to look at the e in the signature of White, to this grant, and state whether there is not a peculiarity in it which distinguishes it from the other signatures of Governor White. Witness answers, yes; there appears to be a peculiarity in it. Witness being asked to look at the W in this signature of Governor White, and see whether there is not a difference in the second main stroke to it, from the other signatures, and whether the W is not more up and down than in the other signatures. Witness answers, I don't see any difference.

Upon the grant, No. 4 to John Fraser, heretofore presented to the witness, as aforesaid, being presented to the witness by the counsel for the claimants, and he being asked, whether the W in the signature of White, to this grant, is not more perpendicular, and not so wide at the bottom as in the signature of White to grant No. 3; the witness answers, that in the signature of White, to this grant, the W is more perpendicular, and not so wide at the bottom as in the signature of White to the grant No. 3; the second member of the W is more curved in the grant No. 3, than it is in this grant; and the flourish to the grant No. 3, does not appear to be quite so perfect as the flourish to the other grants from the want of ink in the pen; and the flourish to this grant is more imperfect than the flourish to the grant No. 3, and from the same reason, the want of ink in the pen; and the flourish to this grant is so pale as hardly to be discernible.

Upon the grant No. 5, to which two signatures of Governor White are affixed, to Jim Ross, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants; and he being asked to state, whether there is not an opening in the left angle of the flourish to the 1st signature of Governor White to this grant; witness answers, that there is. Witness being asked to look at the lower angle of this flourish, and state whether it is not acute; states that it is, and there is no opening, but it appears that it was intended, there should be an opening, because a line runs direct to the opening. Witness being requested to look at the second signature of Governor White to this grant, and state whether this signature does not slope more upwards than the others, states, I do not observe any difference. Witness being requested to look at the left angle of the flourish to the second signature of White to this grant, and state, whether there is not an opening at that angle; states, that there is. Witness being requested to look at the second signature of Governor White to this grant, and state, whether it is not larger than usual, states, that he has seen some larger and some smaller, but he has seen none larger among these grants.

Upon the grant No. 6 to Andrew Atkinson, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being asked to look at the left angle of the flourish to the signature of Governor White to this grant and state, whether there is not a difference in it from the others, and whether the left angle is not obtuse and round; states, the left angle is obtuse and round than the angle to the other flourishes, and more short and pointed.

Upon the grant No. 7 to John Fraser, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being asked, whether the left angle to the flourish to the signature of White to this grant, is not obtuse and round; the witness states, that the left angle of the flourish is obtuse and round, pretty near as in grant No. 6.

Upon the grant No 8 to John McClure, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants; and he being asked, whether the signature of White to this grant, did not slope upwards; the witness states, that it does slope a little upwards.

Upon the grant No 9 to Francis Sondag, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants; and he being asked to state, whether the W in this signature is not below the line of the other letters in the signature; witness answers, that it is a little. Witness being requested to look at the opening to the lower angle of the flourish, and state whether it it is not larger than the opening to the other flourishes, states, it seems to be larger than any of the others; it appears to be larger at the opening than any of the others that I have seen to-day.

Upon the grant, No. 10, to Jim Ross, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being asked whether the W to the signature of White to this grant, is not different from the W to the signature of White to this grant, is not different from the W to the signatures to the other grants; states, it appears that the intention was, that it should have been as the others, but the hand appears to have missed the paper. Witness being asked, whether the h in this signature is not very defective, states, that it is defective from the want of ink. Witness being asked to state, whether the flourish to the signature of White to this grant, is not defectively executed; the witness states, that it is not as well executed as the others.

Upon the grant No. 11 to Andres Pacetty, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being requested to state particularly whether the W in the signature of White to this grant does not differ from the other signatures in the down stroke to the first member of the W following the hair stroke down way, witness answers, I can't see it.

Upon the grant No. 12 to one Bartolome Leonardy, to which two signatures of White are affixed, heretofore presented to the witness as aforesaid, being presented to the witness as aforesaid, and he being requested to state whether he did not observe a difference in the finish of the upper part of the W in the first signature of Governor White to this grant from the other grant, the witness answers, I see this W has a small opening at the last finish. I have seen others with larger, and I have some with none at all. Witness being requested to state whether in the first signature of White to this grant the hair strokes of the W do not leave the main strokes at the bottom of the line, and in the second signature of White to this grant whether the hair strokes of the W do not follow up the main strokes till near the centre of the main strokes, witness answers yes, and the second signature is more perfect. The witness states that the flourishes are very much alike.

Upon the grant No. 13 to Reden Blunt, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being asked whether the signature of White to this grant did not slope down, the witness answers that the t and the e in this signature slopes down a little. Witness being requested to look at the h in the signature of White to this grant, and the h in the signature of White to the grant No. 12, and state whether there is not a difference in them, witness answers, that the opening of the h in the second signature of White to the grant No. 12, is not as large as the opening to the h in the signature of White to this grant. Witness being asked if he does not find a difference in the W in the signature of White to this grant from the others, states that he does not see any difference from the rest.

October 31*st*, 1832.

Gabriel W. Perpall, a witness sworn herein on yesterday, was on this day called and examined on the part of the United States.

Question. After minute inspection of the documents numbered from 1 to 13, inclusive, [the grants admitted to be genuine and brought into court by the keeper of the public archives,] do you not find a general uniformity in all the signatures of Governor White affixed to said documents?

Answer. In general I do, but I have found also in several of them some little differences in some letters such as I have mentioned already.

Question. Would any of those differences you speak of create a doubt in your mind as to the genuineness of these signatures?

Answer. No.

Witness being asked to inspect the signatures of Governor White annexed to the said grants, numbered from 1 to 13, inclusive, and particularly to examine the t in the said signatures to the said grants, and state whether the cross to the t in those signatures is not placed on the right side of it, the witness answers, the cross of the t in all of them appears to be on the right side, except the cross to the t in the signature of White to the grant No. 7, in which the cross to the t begins more to the left than in the others. Witness adds, that he finds none of the crosses to the t in this signature on the right than he does on the left of it. Witness further adds, that he believes it to be genuine.

Witness being asked if he did not find the e in the signature of White to the said grants numbered from 1 to 13, inclusive, separate and distinct from the t, the witness answers that he finds them all alike, the t separate and distinct from the e.

Witness being asked to look at the signatures of White to the said grants, numbered from one to thirteen, inclusive, and state whether in all the signatures of White to the said grants he does not find that the hair stroke of the e commences about the centre of it, witness answers, I find the hair stroke of the e uniformly commences about the centre of it.

Witness being asked to compare the lower angle of the flourish to the signatures of White to the said grants, numbered from 1 to 13, inclusive, and state whether he does not find an opening in it in every one of them, the witness answers they all have it, with the exception of the flourish to grant No. 5, in which the opening cannot be well perceived, but you can see that it is for the want of ink.

Witness states, on inquiry by the counsel for the United States, I am acquainted with Pedro Miranda. I knew him from the time he came here from the Havana, I believe in 1783 or 1784, until the year 1790, when I left this for the West Indies, as before stated. I cannot tell the age of Pedro Miranda. When I first knew him he came here a young boy with his father and mother. I cannot

tell his age nor his size, nor can I form an opinion of his age from his appearance. I was not much acquainted with him at that time.

In answer to an inquiry by the counsel for the United States, witness states, Pedro Miranda came to this place about the time, I think, of the re-delivery of the province from the British to the Spanish governments. He came here with his father, who, I believe, was second pilot of the bar here.

In answer to an inquiry by the counsel for the United States, witness states, I knew Pedro Miranda personally in the year 1810. When I returned to this province in 1803, I found him second pilot of the bar here. I had much intercourse with him after the year 1810. I saw him almost every day, enquiring of vessels coming in and going out.

Witness being asked when he first heard of the grant to Pedro Miranda, states: I first heard of it about the change of flags—I mean by the change of flags, the delivery of this province to the United States in 1821. Witness states, I can't tell when Pedro Miranda left here; it was some time after the United States took possession. I can't recollect what time exactly. In answer to inquiry by the counsel for the United States, witness states, Pedro Miranda had remained here from the year 1803 till he left, after the change of flags. Witness adds, I don't recollect his ever leaving the province till then.

The counsel for the United States, for the purpose of showing that the grant in this case is fraudulent, asked the witness the following question: Was Governor White liberal or illiberal in making grants of land in this province? Witness answers, I found him illiberal. Witness being further asked if that was not his general character, answers, I understood so.

The counsel for the said claimants objected to the foregoing question on the ground of its irrelevancy and immateriality; which objection was overruled by the court, to which decision of the court, the counsel for the claimants excepted.

Examined by Claimants.

Question. Have you not heard the counsel for the petitioners, repeatedly, in the course of your examination, admit and declare that the signatures to the 13 concessions, examined by you yesterday, were genuine?

Answer. Yes, I have.

NOTE.—The signature to the alleged Miranda grant, on which this suit is founded, was not permitted by the court to be, and was not examined by either of the witnesses when the foregoing testimony was taken, by placing it actually by the side of the thirteen other grants exhibited in evidence, and admitted to be genuine. But in the case of James Hall, he first examined and testified concerning the said Miranda grant; and then, on the next day, his examination being still continued, the said thirteen other grants,

and the said Miranda grant, were in succession, each one by itself, presented to him for examination, when he did examine and testify to each of said thirteen grants; and again, also, did examine and testify concerning the said Miranda grant, twelve of the said thirteen grants being thus examined and testified to before, and one after, the said examination and testimony concerning the said Miranda grant. In the case of Farquhar Bethune, he first examined and testified concerning the said Miranda grant, and then, passing the said Miranda grant from him received, examined and testified in succession to the said thirteen grants. And in the case of Gabriel W. Perpall, he first examined and testified concerning the said Miranda grant, and then, passing the said Miranda grant to the counsel for the United States, immediately, in succession, received, examined, and testified to the said thirteen grants. And when, and at the time, the said witnesses were, each and all of them engaged in examining each of the said thirteen grants and the signatures thereto, the said alleged Miranda grant was not before the said witnesses, or any of them; nor did the said witnesses, or any of them, examine and testify to the said thirteen grants, or any of them, or the said alleged Miranda, by holding the said thirteen grants, or any of them, by the side of the alleged Miranda grant, and in that manner comparing the same.

Teitimony of Antonio Alvarez.

NOVEMBER 1, 1832.

Antonio Alvarez, keeper of the public archives for East Florida, being sworn as a witness, in open court, on the part of the United States.

Witness states, in answer to an inquiry by the counsel for the United States, that the document, No. 14, [document No. 14, in the documentary evidence on the part of the United States offered this day,] is copied from a document in my office purporting be a letter from the governor of Florida to the captain general of the Island of Cuba; it is found, as all the other official correspondence is found, in the office. It was not necessary that these copies of letters of the governor should be signed by him; this letter is dated in 1794. Witness states that he believes, from the manner in which the public records were kept here during the Spanish Government, that this document is a true copy.

Examined by Claimants.

Witness states, that these letters are all indexed and filed in his office; and some of them are in the governor's handwriting, and some of them are not.

Examined by United States.

Witness states, that the document, No. 16, [being document No. 16 in the documentary evidence on the part of the United States offered this day,] contains a true abstract of all the royal titles signed under the royal order of 1790, on file in my office, as keeper of the public archives for East Florida, which abstract was made out by myself.

In answer to a question by the counsel for the United States, witness states, that the document, No. 17, [being a document No. 17 in the documentary evidence on the part of the United States offered this day,] contains a true abstract of all the royal titles issued under the royal order of 1815, on file in my office, as keeper of the public archives for East Florida, which abstract was made out by myself.

No. 4.

Being fifteen documents; fourteen of which were offered and read in evidence in this cause, on the trial thereof, on the part of the United States, and numbered from one to fifteen, inclusive; objected to by the attorney for the plaintiff, and objection overruled as to all the said documents but No. 14; which document was rejected by the court and not read, but allowed to be placed on file, that it may be reviewed in case of appeal, to wit:

No. 1.

Grant to Miranda of 10,000 *Acres.*

TRANSLATION.

His Excellency, the GOVERNOR:

Par Don Pedro Miranda, first pilot of the bar, and captain of the harbor, with due respect, states to your excellency, that this government knows well the services which your petitioner has rendered since the insurrection of this province in the year 1812, as he contributed, in person and property, to the defence thereof; as, moreover, having had in his charge divers extraordinary commissions, for which he never received any compensation whatever: it is also proved and notorious, that, in the insurrection of the year 1794, he was also extraordinarily employed and charged with other commissions relating to the royal service; and that he has, in all occasions, as much as he could, contributed to the economy of the royal treasury; in consideration of which, and for having served his majesty since his youth, and for being one of the first who came at the time of the reception of this province; which circumstance of being one of the first settlers, entitles him to the

grant of lands, as has been the case with others; and as the lands which your excellency has had the goodness to grant to him, do not correspond with the liberality with which others have been attended to. Therefore, your petitioner supplicates your excellency to be pleased to grant to him, in absolute property and dominion, ten thousand acres of land on a stream which runs down from the west, and unites itself with the St. John's river, called, in English, Big Spring, about twenty-five miles south of St. George lake, the tract to be divided, in two parts, by the said stream, and to be bounded, on one side, by the river St. John's, leaving free the concession of two thousand acres which was made to him on the first of July last past, and reserving the titles of property until he can have the said land surveyed, and the plot made, as it is an expense which he cannot now incur; which favor he hopes to receive from the justice of your excellency. St. Augustine, of Florida, 16th of September, 1817.

PEDRO MIRANDA.

ST. AUGUSTINE, 16*th of September*, 1817.

In attention to what is represented in the preceding petition of Don Pedro Miranda, and as the services there alleged are proved, and taking into consideration, at the same time, the royal dispositions, and the provisions of the laws relating to the increase of settlements, I do grant to him, in the name of his majesty, and of his royal justice, which I administer, the ten thousand acres of land which he solicits, in the places which he indicates, in order that he may enjoy the same in absolute property and dominion; to which end, and in order that he may prove this grant, a certified copy will be given to him of this expedient, which will be deposited in the notary's office, from which will be issued, in due time, the titles in form, or when the interested party will require it.

COPPINGER.

St. Augustine, 31st August, 1831. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 2.

Royal Title to Miranda, 2000 *Acres.*

TRANSLATION.

Don Jose Coppinger, colonel of the national armies, military governor, civil chief and sub-delegate of the public domain of this city of St. Augustine, of Florida, and of the province thereof:

Whereas in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased

to approve the favors and rewards proposed by my predecessor, Brigadier Don Sabastian Kindelan, for the officers and soldiers both of the regular and of the militia corps, and other individuals of this province who contributed to the defence thereof in time of rebellion, one of the said favors being the distribution of lands vacant, and in attention that Don Pedro Miranda has represented to me the distinguished and extraordinary services which he has rendered in the said defence, as also in various commissions which he has fulfilled with utility and economy to the public treasury, as it is more at large exhibited in the memorial which he presented to me on the sixteenth September, one thousand eight hundred and seventeen, in consideration of which, and in conformity to my authority, I thought proper by my decree of the same date to accede to his petition soliciting that as a reward of the said services, I would grant to him with the title of absolute property, the concession of ten thousand acres of land, which are situated on stream which issues from the west and unites itself with the river St. John, called in English, Big Spring, about twenty-five miles south of the Lake George, the tract being divided in two parts by the said stream, and having one of its fronts on the river St. John's, the survey of which having been performed by the private surveyor, Don Andres Burgevin, who separated it in four parcels, in conformity to the faculty which I conferred on him by my decree of the twelfth of December, one thousand eight hundred and twenty, it results that one of the said parcels which contains two thousand acres, is located in the following manner: the two thousand acres are bounded east by a tract of four thousand acres, and by another of three thousand and four hundred; west by a tract of six hundred, and north and south by vacant lands. The first line runs north, it commences at a cypress marked =, and terminates at a pine with the same mark and measures one hundred and seventy-five chains. The second line runs west, it commences at the said pine and terminates at another of the same mark, and measures one hundred and twenty chains. The third line runs south, it commences at the said pine at which the preceding line terminated, and terminates at a cypress with the same mark, and contains one hundred and seventy-five chains, as it appears by the plot which the surveyor certified under date of the fifth inst., which plot and the expedient relating thereto are recorded in the archives of the office of the notary of the government. Therefore, I have determined to grant, as in the name of his majesty, I do grant to the aforesaid Don Pedro Miranda, the mentioned two thousand acres of land, for himself, his heirs, and successors in absolute property, and to issue to him as by these presents, I do issue the corresponding title, by which I divest the public domain of the right and dominion it had to the said tract, and I cede and transfer the same to the aforesaid Don Pedro Miranda, his heirs, and successors, in order that in consequence thereof they possess it as their own, use and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs, rights, and services which it has had,

has, and which in fact and of right appertain and may relate to it, and in order that if it is their will they may sell, cede, transfer, and alienate the same as may best suit them. To the whole of which I interpose my authority as far as I can and of right ought in virtue of what has been exposed and of the sovereign will.

Given under my hand, and subscribed by the notary of the government and of the public domain, in this city of St. Augustine, of Florida, on the eleventh of April, one thousand eight hundred and twenty-one.

JOSE COPPINGER.

By order of His Excellency,

JUAN DE ENTRALGO,
Notary of the Govt. and of the Public Domain.

St. Augustine, 25th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Supr. Court.

No. 3.

Royal Title to Miranda for 600 *Acres.*

TRANSLATION.

Don Jose Coppinger, colonel of the national armies, civil chief and sub-delegate of the public domain in this city of St. Augustine, of Florida, and of the province thereof:

Whereas in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favors and rewards proposed by my predecessor, Brigadier Don Sabastian Kindelain for the officers and soldiers of the regular and of the militia corps and other individuals of this province who contributed to the defence thereof in time of rebellion, one of the said favors consisting in the distribution of lands vacant, and in attention that Don Pedro Miranda has represented to me the distinguished and extraordinary services which he has rendered in the said defence, as likewise in various commissions which he has fulfilled with utility and economy to the public treasury, as it appears more at large in the memorial which he presented to me under date of the sixteenth of September, one thousand eight hundred and seventeen, in virtue of which and in conformity to my authority, I thought proper by my decree of the same day to accede to his request, soliciting that in remuneration of said services I would grant to him with the title of absolute property, ten thousand acres of land, which are situated on a stream which issues from the west and unites itself with the river St. John, called in English, Big Spring, about twenty-five miles south of the Lake George, the tract being divided in two parts by the said stream, and having one of

its fronts on the river St. John's, the survey of which tract having been performed by the private surveyor, Don Andres Burgevin, who separated it in four parcels, in conformity to the faculty which I conferred on him by my decree of the twelfth of December, one thousand eight hundred and twenty, it results that one of the said parcels which contains six hundred acres has been located in the following manner: it is bounded east by another parcel of two thousand acres, and by vacant lands on every other side. The first line runs south, it commences at a cypress marked =, and terminates at a pine with the same mark, and measures fifty chains. The second line runs west, it commences at the said pine and terminates at another, bearing the same mark, and measures one hundred and twenty chains. The third line runs north, commencing at said pine at which terminated the preceding line, and ends at another cypress, and measures fifty chains, as it appears from the plot which the said surveyor certified under date of the fifth instant, which plot together with the expedient relating thereto exists in the office of the notary of this government. Wherefore, I have determined to grant, as in the name of his majesty I do grant to the aforesaid Don Pedro Miranda, the mentioned six hundred acres of land in the indicated place, without prejudice to a third party, for himself, his heirs, and successors, in absolute property, and to issue to him, as by these presents I do issue the corresponding title, by which I divest the public domain of the right and dominion which it had to the said tract, and I cede and transfer the same to the aforesaid Don Pedro Miranda, his heirs, and successors, in order that in consequence thereof they possess it as their own, use and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs, rights, and services which it has had, has, and which in fact and of right appertain and may relate to it, and in order that if it is their will, they may sell, cede, transfer, and alienate it as may best suit them. To the whole of which I interpose my authority as far as I can and of right ought, in virtue of what has been exposed, and of the sovereign will.

Given under my signature and countersigned by the subscribed notary of the government, and of the public domain in this city of St. Augustine, of Florida, on the eleventh of April, one thousand eight hundred and twenty-one.

JOSE COPPINGER.

By order of His Lordship,

JUAN DE ENTRALGO,
Notary of the Govt. and of the Public Domain.

St. Augustine, 26th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Supr. Court.

has, and which in fact and of right appertain and may relate to it, and in order that if it is their will they may sell, cede, transfer, and alienate the same as may best suit them. To the whole of which I interpose my authority as far as I can and of right ought in virtue of what has been exposed and of the sovereign will.

Given under my hand, and subscribed by the notary of the government and of the public domain, in this city of St. Augustine, of Florida, on the eleventh of April, one thousand eight hundred and twenty-one.

JOSE COPPINGER.

By order of His Excellency,

JUAN DE ENTRALGO,
Notary of the Govt. and of the Public Domain.

St. Augustine, 25th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Supr. Court.

No. 3.

Royal Title to Miranda for 600 *Acres.*

TRANSLATION.

Don Jose Coppinger, colonel of the national armies, civil chief and sub-delegate of the public domain in this city of St. Augustine, of Florida, and of the province thereof:

Whereas in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favors and rewards proposed by my predecessor, Brigadier Don Sabastian Kindelain for the officers and soldiers of the regular and of the militia corps and other individuals of this province who contributed to the defence thereof in time of rebellion, one of the said favors consisting in the distribution of lands vacant, and in attention that Don Pedro Miranda has represented to me the distinguished and extraordinary services which he has rendered in the said defence, as likewise in various commissions which he has fulfilled with utility and economy to the public treasury, as it appears more at large in the memorial which he presented to me under date of the sixteenth of September, one thousand eight hundred and seventeen, in virtue of which and in conformity to my authority, I thought proper by my decree of the same day to accede to his request, soliciting that in remuneration of said services I would grant to him with the title of absolute property, ten thousand acres of land, which are situated on a stream which issues from the west and unites itself with the river St. John, called in English, Big Spring, about twenty-five miles south of the Lake George, the tract being divided in two parts by the said stream, and having one of

its fronts on the river St. John's, the survey of which tract having been performed by the private surveyor, Don Andres Burgevin, who separated it in four parcels, in conformity to the faculty which I conferred on him by my decree of the twelfth of December, one thousand eight hundred and twenty, it results that one of the said parcels which contains six hundred acres has been located in the following manner: it is bounded east by another parcel of two thousand acres, and by vacant lands on every other side. The first line runs south, it commences at a cypress marked =, and terminates at a pine with the same mark, and measures fifty chains. The second line runs west, it commences at the said pine and terminates at another, bearing the same mark, and measures one hundred and twenty chains. The third line runs north, commencing at said pine at which terminated the preceding line, and ends at another cypress, and measures fifty chains, as it appears from the plot which the said surveyor certified under date of the fifth instant, which plot together with the expedient relating thereto exists in the office of the notary of this government. Wherefore, I have determined to grant, as in the name of his majesty I do grant to the aforesaid Don Pedro Miranda, the mentioned six hundred acres of land in the indicated place, without prejudice to a third party, for himself, his heirs, and successors, in absolute property, and to issue to him, as by these presents I do issue the corresponding title, by which I divest the public domain of the right and dominion which it had to the said tract, and I cede and transfer the same to the aforesaid Don Pedro Miranda, his heirs, and successors, in order that in consequence thereof they possess it as their own, use and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs, rights, and services which it has had, has, and which in fact and of right appertain and may relate to it, and in order that if it is their will, they may sell, cede, transfer, and alienate it as may best suit them. To the whole of which I interpose my authority as far as I can and of right ought, in virtue of what has been exposed, and of the sovereign will.

Given under my signature and countersigned by the subscribed notary of the government, and of the public domain in this city of St. Augustine, of Florida, on the eleventh of April, one thousand eight hundred and twenty-one.

JOSE COPPINGER.

By order of His Lordship,

JUAN DE ENTRALGO,
Notary of the Govt. and of the Public Domain.

St. Augustine, 26th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Supr. Court.

No. 4.

Royal Title to Miranda, 3,400 *Acres.*

TRANSLATION.

Don Jose Coppinger, colonel of the national armies, military governor, civil chief and sub-delegate of the public domain in this city of St. Augustine, of Florida, and of the province thereof:

Whereas, in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favors and rewards proposed by my predecessor, Brigadier Don Sabastian Kindelan, for the officers and soldiers both of the regular and of the militia corps and other individuals of this province, who contributed to the defence thereof in time of rebellion, one of the said favors consisting in the distribution of vacant lands; and in attention that Don Pedro Miranda has represented to me the distinguished and extraordinary services he has rendered in the said defence, and also in various commissions which he has fulfilled with utility and economy to the public treasury, as it appears more at large in the memorial which he presented to me under date of the sixteenth of September, one thousand eight hundred and seventeen, in consideration of which, and in virtue of my authority, I thought proper to accede by my decree of the same day to his request, soliciting that as a reward of said services, I would grant him in absolute property, ten thousand acres of land which are situated on a stream which issues from the west and unites itself with the river St. John, called in English, Big Spring, about twenty-five miles south of the Lake George, the tract being divided in two parts by the said stream, and having one of its fronts on St. John's river, the survey of which having been performed by the private surveyor, Don Andres Burgevin, who separated it in four parcels in conformity to the faculty which I conferred on him by my decree of the twelfth of December, one thousand eight hundred and twenty, it results that one of the said parcels which contains three thousand and four hundred acres has been located in the following form: said three thousand and four hundred acres are bounded east by another tract of four thousand acres, and also north-west by another tract of two thousand acres, and south by vacant lands. The first line runs south; it commences at a cypress marked =, and terminates at a pine with the same mark, and measures one hundred and sixty-two chains and a half. The second line runs south seventy-nine degrees west; it commences at the said pine and terminates at another with the same mark, and measures two hundred and twelve chains. The thirdline runs north; commencing at the pine which terminated the preceding line, and terminates at another cypress of the same mark, and measures one hundred and sixty-two chains and a half, as it appears from the plot certified by the said surveyor under date of the fifth instant, which plot and the

expedient relating thereto are recorded in the archives of the office of the notary of government. Wherefore I have determined to grant, as in the name of his majesty I do grant to the aforesaid Don Pedro Miranda, the mentioned three thousand and four hundred acres of land in the indicated place, without prejudice to a third party, for himself, his heirs and successors in absolute property, and to issue to him as by these presents I do issue the corresponding title, by which I divest the public domain of the right and dominion which it had to the said tract, and I cede and transfer the same to the mentioned Don Pedro Miranda, his heirs and successors, in order that in consequence thereof they possess it as their own, use and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs, rights and services, which it has had, has, and which in fact and of right appertain and may relate thereto, and in order that if it is their will, they may sell, cede, transfer and alienate the same as may best suit them. To the whole of which I interpose my authority as far as I can, and of right ought in virtue of what has been exposed, and of the sovereign will.

Given under my signature and countersigned by the subscribed notary of the government and of the public domain, in this city of St. Augustine, of Florida, on the eleventh of April, one thousand eight hundred and twenty-one.

JOSE COPPINGER.

By order of His Excellency.

JUAN DE ENTRALGO,
Notary of the Govt. and of the Public Domain.

St. Augustine, 25th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Supr. Court.

No. 5.

Royal title to Miranda, 4,000 *Acres.*

TRANSLATION.

Don Jose Coppinger, colonel of the national armies, military governor, civil chief, and sub-delegate of the public domain, in this city of St. Augustine, of Florida, and of the province thereof:

Whereas in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favor and rewards proposed by my predecessor, Brigadier Don Sabastian Kindelan, for the officers and soldiers both of the regular and of the militia corps and other individuals of this province, who contributed to the defence thereof in time of rebellion, and as one of said favors consists in the distribution of royal lands, and in attention that Don Pedro Miranda, has represented to me

the distinguished and extraordinary services which he has rendered in the said defence, and also in various commissions which he has fulfilled with utility and economy to the public treasury, as it appears more at large by the petition which he presented to me under date of the sixteenth of September, one thousand eight hundred and seventeen, I thought proper by my decree of the same day to accede to his request, soliciting that as a reward for said services, I would grant him the title of absolute property for ten thousand acres of land which are situated on a stream which issues from the west, and unites itself with the river St. John, called in English, Big Spring, about twenty-five miles south of the lake St. George, the tract to be divided in two parts by the said stream, and having one of its fronts on the river St. John's, the survey of which having been performed by the private surveyor, Don Andres Burgevin, the tract being divided in four parcels in conformity to the faculty I conferred on him by my decree under date of the twelfth of December, one thousand eight hundred and twenty, it results that one of the said parcels containing four thousand acres has been located in the following form: they are bounded east by the said river St. John's, north by lands belonging to the interested party, south by vacant lands, and west by a parcel of three thousand four hundred acres, part of the said grant. The first line runs north fifty eight degrees west, and terminates at a pine marked =, and contains two hundred and twenty-five chains; the second line runs south; it commences at the said pine and terminates at a cypress with the same mark, and measures one hundred and seventy-five chains; the third line runs south, and measures one hundred and sixty-two chains and a half; the fourth line runs north seventy-nine degrees east, terminating at a stake as it appears by the plot authenticated by the said surveyor, under date of the fifth instant, which with the expedient relating thereto, is recorded in the office of the notary of the government. Therefore I have determined to grant as in the name of his majesty I do grant, to the mentioned Don Pedro Miranda, the four thousand acres of land referred to in the indicated place, without prejudice to a third party, for himself, his heirs and successors, in absolute property, and to issue to him as by these presents I do issue, the corresponding title, by which I divest the public domain of the right and dominion which it had to the said tract; and I cede and transfer the same to the mentioned Don Pedro Miranda, his heirs and successors, in order that in consequence thereof, they possess it as their own, use and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs, rights, and services, which it has had, has, and which in fact and of right appertain, and may relate to it, and in order if it is their will they may sell, cede, transfer, and alienate it as may best suit them. To the whole of which I interpose my judicial authority as far as I can, and of right ought, in virtue of what has been exposed and of the sovereign will.

Given under my signature, and countersigned by the subscribed notary of government and of the public domain, in this said city of St. Augustine, of Florida, on the eleventh of April, one thousand eight hundred and twenty-one.

COPPINGER.

By order of his Excellency.

JUAN DE ENTRALGO,
Notary of the Gov't and of the Public Domain.

St. Augustine, 25th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Int'r of the Superior Court.

No. 6.

Grant to Miranda of 2,000 *Acres.*

TRANSLATION.

His Excellency the GOVERNOR:

Don Pedro Miranda, first pilot of the bar of this harbor, with the greatest respect states to your excellency; that by a royal order of the ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to grant lands in property to all the individuals who defended this place in the year 1812, when the province was invaded by the insurgents and the American troops; and your petitioner finding himself comprehended in this bounty for having co-operated on all occasions when the royal service required it in relation for the defence of the said place as it is well known to your excellency. Wherefore he earnestly supplicates your excellency to be pleased to grant him in absolute property, two thousand acres of land, west of the river St. John's, in the place called Bernard, bounded west by the plantation of Spring Garden, and north by the plantation of Zephaniah Kingsley; favor which he expects to receive from the justice of your excellency. St. Augustine, 1st July, 1817.

PEDRO MIRANDA.

ST. AUGUSTINE, 1*st July*, 1817.

The services which this party exhibits being notorious, I grant to him in absolute property the two thousand acres of land which he solicits, for which titles of ownership will be made out to him, under the demarcations which he indicates.

COPPINGER.

St. Augustine, 24th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Int'r of the Superior Court.

No. 7.

Royal Title to Miranda of 2,000 Acres.

TRANSLATION.

Don Jose Coppinger, colonel of the royal armies, civil and military governor pro-tem., and chief of the department of the royal domain, in this place of St. Augustine, of Florida, and of the province thereof, for his majesty:

Whereas in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favors and rewards proposed by my predecessor, Brigadier Don Sabastian Kindelan, for the officers and soldiers both of the regular and of the militia corps, and other individuals of this province, who contributed to the defence thereof in time of rebellion, one of the said favors consisting in the distribution of lands: and whereas, Don Pedro Miranda, first pilot of the bar of this harbor, has presented himself soliciting in virtue of said favors, and in consideration of his merits and services rendered, the grant of two thousand acres of land, the same were granted to him west of the river St. John's, in the place called Bernard, bounded west by the plantation of Spring Garden, and north by the habitation of Mr. Zephaniah Kingsley, as it appears by my decree of the first day of July last, issued at the instance of the interested party, presented on the same day, and recorded in the archives of the present notary. Wherefore I have determined to grant as in the name of his majesty, I do grant to the mentioned Don Pedro Miranda, the aforesaid two thousand acres of land, in the indicated place, without prejudice to a third party, for himself, his heirs and successors, in absolute property, and to issue to him as by these presents I do issue the corresponding title, by which I divest the royal domain of the right and dominion which it had to said tract; and I cede and transfer the same to the aforesaid Don Pedro Miranda, his heirs and successors, in order that in consequence thereof, they possess it as their own, use and enjoy it without any incumbrance whatever; with all its inlets, outlets, uses, customs, rights, and services, which it has had, has, and which of right appertain and may relate to it; and in order that if it is their will they may sell, cede, transfer, and alienate the same as may best suit them. To the whole of which I interpose my authority as far as I can, and of right ought, in virtue of the sovereign will.

Given under my signature, and countersigned by the subscribed notary of the government and of the royal domain, in this city of St. Augustine, of Florida, on the twelfth of December, one thousand eight hundred and seventeen.

JOSE COPPINGER.

By order of his Excellency.

JUAN DE ENTRALGO,
Notary of the Gov't and of the Royal Domain.

St. Augustine 25th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Int'r of the Superior Court.

No. 8.

Grant to Miranda of 790 *Acres.*

TRANSLATION.

His Excellency the GOVERNOR:

Don Pedro Miranda, first pilot of the harbor, and captain protem., of the port of Fernandina, with due respect represents to your excellency:

That the services extraordinary are well known which he has rendered towards the defence of this province, during the insurrection which commenced in the year one thousand eight hundred and twelve, by contributing to the expulsion of the enemies, with vessels of inferior class, and finally with a schooner, the maritime expedition of which through the North creek, he successfully directed, as the whole appears in detail from the certificates which your excellency has had exhibited before you; in virtue of which and in consideration, that in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favors and rewards proposed by your excellency's predecessor, Brigadier Don Sabastian Kindelan, the object of which was a distribution of lands to all those who have contributed to the said defence, in proportion to the number of persons which each individual might have in his family. Therefore your petitioner supplicates your excellency to be pleased to order, that the title of absolute property be issued to him for the number of acres to him corresponding in conformity to the annexed list of his family and slaves, in a place now vacant on Matanzas river, bounded north by lands of Don Fernando de la Maza Arredondo, Jr.; south by Jayme Felany; east by the said river; and west with pine barren tracks, the survey thereof running in front as far as it will be vacant, and the rest to be completed in the rear; which favor he expects to receive from the justice of your excellency. St. Augustine, of Florida, 17th of July, 1816.

PEDRO MIRANDA.

Decree.

ST. AUGUSTINE, 17*th of July*, 1816.

I grant to the petitioner seven hundred and ninety acres of land, in the place which he indicates, the same corresponding to the number of his family, which the annexed list exhibits; in virtue of which let the title of property which he solicits be issued to him, without prejudice to a third party.

COPPINGER.

St. Augustine, 24th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 9.

Royal Title to Miranda for 790 Acres.

TRANSLATION.

Don Jose Coppinger, colonel of the royal armies, civil and military governor pro tem., and chief officer of the department of the royal domain of this place and of the province thereof:

Whereas in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favor and rewards proposed by my predecessor, Brigadier Don Sabastian Kindelan, for the officers and soldiers of the regular and militia corps of this province, who contributed to the defence thereof in time of rebellion, one of the said favors consisting in the distribution of lands in proportion to the number of persons which each individual might have in his family; and whereas, Don Pedro Miranda, first pilot of the bar of this harbor, and captain pro tem. of the port of Fernandina, has presented himself and exhibited a representation of his notorious services in the said defence, and solicited the share corresponding to himself, his family, and slaves, seven hundred and ninety acres were granted to him, in a vacant place on Matanzas river, bounded north by lands of Don Fernando de la Maza Arredondo, Jr., south by Jayme Felany, east by the said river, and west by pine lands; its survey running in front as far as it is vacant, and completing the quantity in the rear; the whole in conformity to the regulations established by this government for the distribution of lands, and to the number of persons and slaves which, as he has shewn, compose his family, and to what is provided by my decree of this day, issued in the expedient moved by the mentioned Don Pedro Miranda, which exists in the office of the notary of the government; wherefore, I have determined to grant, as in the name of his majesty I do grant, to the aforesaid Don Pedro Miranda, the mentioned seven hundred and ninety acres of land, without prejudice to a third party, in the place already indicated, for himself, his heirs and successors, in absolute property, and to issue to him, as by these presents I do issue, the corresponding title, by which I divest the royal domain of the right and dominion which it had to the said tract, and I cede and transfer the same to the mentioned Don Pedro Miranda, his heirs and successors, in order that in consequence thereof they possess it as their own, use and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs, rights and services, which it has had, has, and which in fact and of right appertain and may relate to it; and in order that, if it is their will, they

may sell, cede, tranfer, and alienate the same, as may best suit them. To the whole of which I interpose my judicial authority, as far as I can and of right ought, in virtue of the sovereign will.

Given under my signature, and countersigned by the subscribed notary pro tem. of the government and of the royal domain, in this city of St. Augustine, of Florida, on the seventeenth of July, one thousand eight hundred and sixteen.

JOSE COPPINGER.

By order of his Lordship.

JUAN DE ENTRALGO,
Notary pro tem. of the Gov't and of the Royal Domain.

St. Augustine, 25th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 10.

Royal Title to Miranda for 100 *Acres.*

TRANSLATION.

Don Jose Coppinger, colonel of the royal armies, civil and military governor pro tem., and chief officer of the department of the royal domain of this place and of the province thereof:

Whereas in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favor and rewards proposed by my predecessor, Brigadier Don Sabastian Kindelan, for the officers and soldiers of the regular and of the militia corps of this province, who contributed to the defence thereof in time of rebellion, one of the said favors consisting in the distributions of lands in proportion to the number of persons which each individual might have in his family; and whereas, Don Pedro Miranda, captain of the port of the town of Fernandina, has presented himself, soliciting one hundred acres of land, in order to establish a cow-pen, or settlement for raising neat cattle, on the Little St. Mary's river, in this province, between the places called Mountford and Lowford, the same were granted to him by my decree of the third of June last, as a reward for his services, as it appears by the expedient relating to this business, which exists in the archives of the present notary; wherefore, I have determined to grant, as in the name of his majesty I do grant, to the aforesaid Don Pedro Miranda, the mentioned one hundred acres of land, without prejudice to a third party, in the place already designated, for himself, his heirs and successors, in absolute property, and to issue to him, as I do by these presents issue, the corresponding title, by which I divest the royal domain of the right and dominion which it had to the said tract, and I transfer the same

to the aforesaid Don Pedro Miranda, his heirs and successors, in order that in consequence thereof they possess it as their own, use and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs, rights and services, which it has had, has, and which in fact and of right appertain and may relate to it, and in order that, if it is their will, they may sell, cede, transfer and alienate it, as may best suit them. To the whole of which I interpose my authority, as far as I can and of right ought, in virtue of the sovereign will.

Given under my hand, and countersigned by the subscribed notary of the government and of the royal domain, in this city of St. Augustine, of Florida, on the twenty-eighth of November, one thousand eight hundred and sixteen.

JOSE COPPINGER.

By order of his Lordship.

JUAN DE ENTRALGO,
Notary of the Gov't and of the Royal Domain.

St. Augustine, 25th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 11.

Royal Title to Heirs of Espinosa.

TRANSLATION.

Don Enrique White, brigadier of the royal armies, civil and military governor, and chief officer of the department of the royal domain in this city of St. Augustine, of Florida, and of the province thereof, for his majesty:

Whereas in a royal order communicated to this government, on the twenty-ninth of October, one thousand seven hundred and ninety, by the Captain General of the Island of Cuba and the two Floridas, it is provided, among other things, that to strangers who spontaneously present themselves to swear allegiance to our sovereign, lands be granted, and surveyed gratis, in proportion to the laborers which each family might have; and whereas, Dona Josefa Espinosa has presented herself as one of them, soliciting from the government three caballarias and twenty acres of land, on the plantation called San Diego Fort, in part of what corresponded to her, according to the number of persons composing her family, which number she declared under her oath, and said lands were granted, surveyed, and delivered to her. Which tract is known and distinguished under the following dimensions and limits: The first line runs north eighty degrees west; it commences at a camaron marked with a cross, and terminates at a pine with the same mark,

and measures fifty chains; this line is bounded by lands known under the name of San Diego. The second line runs north sixty-nine degrees east; it commences at the said pine and terminates at a stake with the same mark, and measures twenty-three chains. The third line runs south ten degrees east; it commences at the said stake, and terminates at a pine also marked with a cross; it measures eight chains and fifty links. The fourth line runs south twenty degrees west; it commences at the mentioned pine, and terminates at another with the same mark, and measures thirty-five chains. The fifth line commences at the aforesaid pine, and terminates at another with the same mark; it runs north thirty-two degrees west, and measures twenty-four chains. The sixth line runs south seventy degrees west; it commences at the said pine, and terminates at a stake marked also with a cross; it measures forty-seven chains; this line is bounded by the land of Don Francisco Sanchez, known by the name of the Swamp. The seventh line runs north; it commences at the mentioned stake and terminates at the mentioned camaron; it measures eighteen chains:— As the whole results from the certificate given by Captain Don Pedro Manot, commissioned judge for the said distribution and survey of lands, under date of the thirteenth of May, one thousand seven hundred and ninety-three; and from the corresponding plot thereof, authenticated by Don Josiah Dupont, who acted as surveyor in the said survey. And as no title has been issued to her for the security and evidence of her ownership of the said land, in the form which was adopted with others, and as more than the ten years of uninterrupted possession have elapsed, entitling her to the attainment of a possession useful and direct of the said land, as she has built houses on them, cultivated them, and finally complied with all the other conditions which this government established in relation to favors and grants of this nature, as observed in titles delivered to other inhabitants, as it is shown in the expedient which was moved by Don Jose Sanchez, as executor and heir of the said Dona Josefa Espinosa, deceased, and in the name of his other co-heirs, soliciting that the corresponding title of the tract which is already surveyed and delineated, be given to them, they being in possession of said land: Therefore, and in consideration of whole, I have determined to grant, as in the name of his majesty and of his royal justice which I administer I do grant, to the heirs of the mentioned Dona Josefa Espinosa, deceased, and to their successors, the aforesaid three caballerias and twenty-six acres of land, which the mentioned plantation comprehends, in absolute property; and to issue to them, as by these presents I do issue, the corresponding title, by which I divest the royal domain of the right and dominion which it had to the said tract; and I cede and transfer the same to the mentioned heirs of Dona Josefa Espinosa, deceased, and to their successors, in order that in consequence thereof they may possess it as their own, use and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs,

rights and services, which it has had, has, and which in fact and of right appertain and may relate to it; and inorder that, if it is their will, they may sell, cede, transfer and alienate it, as may best suit them. To the whole of which I interpose my judicial authority, as far as I can and of right ought, in virtue of the sovereign will.

Given under my signature, and countersigned by the subscribed notary of the government of the royal domain, in this said city of St. Augustine, of Florida, on the twenty-fifth of January, one thousand eight hundred and eleven.

ENRIQUE WHITE.

By order of his Lordship.

JOSE DE ZUBIZANETA,
Notary of the Gov't.

St. Augustine, 22d October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Int'r of the Superior Court.

No. 12.

Grant to Ketsall.

TRANSLATION.

His Excellency the GOVRENOR:

Don Juan Ketsall, a new settler, admitted under the protection of his Catholic majesty, with due respect, states to your excellency, that on the fifth day of the present month, he took the oath of allegiance, under which he declared as his property two hundred and twenty-two negroes and other property, which may be worth sixty-four thousand dollars; and as it happens that his said property and negroes are still in the Island of Providence, of which he was an inhabitant, he represents to your excellency that, in order that he may come with security to establish himself here, and to introduce his negroes, he requires your excellency to be pleased to grant him the necessary lands to employ the said negroes; to which effect he supplicates your excellency to be pleased to grant him the quantity of land corresponding to two hundred and twenty-two negroes, designating the sufficient number of acres, to be located in Musquito territory, in this province, at the places or plantations called Mount Oswald, Governor Moultrie's, and McLean, and to grant him the term of six months to come and take possession of the said lands, within which term they will not be granted to any other person who may solicit them, in the same manner which was observed in regard to Don Augustin Buyck, who had petitioned for them, and whose concession is of no effect, as the stipulated time has elapsed; with the understanding that your petitioner, antici

pating the six months proposed, if it is possible, will take measures to bring over sooner his family and slaves, in order to take possession of the mentioned lands; which favor he doubts not to receive from the justice of your excellency. St. Augustine, of Florida, 6th of February, 1803.

JOHN KETSALL.

Decree.

ST. AUGUSTINE, *8th February*, 1803.

Let the commandant engineer report.

WHITE.

Report.

Having seen this petition, and complying with the preceding decree, I represent to your excellency, that the cultivation of the solicited lands petitioned for by the petitioner, in the indicated place, does not impede the defence of the province: Therefore, as far as the department of fortifications is concerned, your excellency may grant to him the number of acres which you see fit. This is all I have to report to your excellency, who will provide according to your pleasure. St. Augustine, of Florida, 9th of February, 1803.

NICOLAS BARCELO.

Decree.

ST. AUGUSTINE, *10th February*, 1803.

I grant to this party, without prejudice to a third person, eleven thousand and three hundred acres of land, in the mentioned places; which number of acres corresponds to the two heads of families, and to two hundred and twenty-two negroes, which he has to cultivate them; it being well understood that the said lands will not be given to any other inhabitant until the expiration of the said six months, which he solicits to enable him to come and take possession of the said lands.

WHITE.

St. Augustine, 24th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 13.

Grant to Hernandez.

TRANSLATION.

His Excellency the GOVERNOR:

Diego Hernandez, an inhabitant of this city, with the highest respect states to your excellency, that he is informed that, in Alli-

gator's Island, on the south point, there remains vacant a parcel of land, which, after the distribution made to Don Andres Atkinson, at the place called Governor Grant, remained there between North river and Guana creek; and as your petitioner had no opportunity, when the general distribution took place, to solicit the land which corresponded to his family, therefore he supplicates your excellency to be pleased to grant him the said land, from the bounding line of Don Andres Atkinson, to the south end of the said point, taking into consideration the land which belongs to himself, his wife, and two children. Which favor he expects to receive from the benevolence of your excellency. Florida, 25th May, 1799.

At the request of the petitioner.

JOSE DE ZAVALIA.

ST. AUGUSTINE, 25*th May*, 1799.

Let the commanding engineer inform.

WHITE.

His Excellency the GOVERNOR:

The lands which the petitioner solicits you to grant him, are situated east of North river, and their cultivation offers no obstacle to the defence of this place; on the contrary, it is useful to the increase of agriculture; for which reason your excellency may, if if you please, grant the favor which he solicits. This all the information I can give to your excellency, in obedience to your preceding decree. St. Augustine, 27th May, 1799.

PEDRO DIEZ BERRIO.

ST. AUGUSTINE, 27*th May*, 1799.

I grant to this party the tract of land which he solicits, without prejudice to a third party, and until that, in consideration of the number of persons he may have to cultivate it, the quantity corresponding be assigned to him.

WHITE.

A certificate thereof was issued.

PIERRA.

St. Augustine, 19th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 14.

Governor of Florida to Captain General.

TRANSLATION.

No. 580. The Governor of Florida informs of the return of the packets which he remitted by way of Tampa, and offers to send

them back through the same channel, as soon as possible, or to send by sea in the first safe vessel.

Most Excellent Sir:

The general slovenliness of this schooner, as I announce it in my preceding official communication, which your excellency will receive with this, has delayed from day to day its departure, until this day, and has given time to the return, which happened yesterday night, of the man which I had despatched to Tampa with the important packets which I have also mentioned to you; that is, the original cause of the American prisoners, &c.

The cause of this return has been that when the man arrived with his commission at the town near the said bay, the Indians would not permit him to proceed further, notwithstanding all his supplications, and notwithstanding he pressed upon them the importance of the despatches. The Indians founded themselves on the knowledge they had that some months past an officer had been there to reconnoitre the land, in order to build a fort, and that this was not an indication that we desired to keep peace with them. They said that if their chiefs had not been engaged in their hunting parties when Don Juan McQueen came through that road, they would have compelled him to retrograde, and they would have done the same with the interpreter, Antonio Huertas, when I sent him with the other packets, and they added that a few days since there had arrived in their town, the Captain Pepe, belonging to the vessels which are at Tampa, to procure provisions for them, which they refused to him, telling him to go back on board, and to return to them no more, as in no manner whatever would they permit that any body should pass from the coast to this place, or from this place to the coast.

To-day or to-morrow I expect the arrival of the Indian Payne's brother, whom this messenger left on the road, and I will endeavor to discover the origin of this change, and if he assures me that there is no malice in it, and I believe there is some, and if he will accompany the bearer, I will return them through the same channel, and otherwise they will go with the sloop of Don Domingo Martinely, which is making preparations to sail. It is a good vessel, and the captain is a very active and good pilot. I will try that said packets escape, which will be very fortunate, as privateers are very numerous.

I avail myself of this opportunity, with the only view to communicate with your excellency in case that this little schooner should arrive safe. May God preserve your excellency many years. St. Augustine, of Florida, 12th of August, 1794.

The Most Excellent Lord Don Luis de Las Casas.

St. Augustine, 20th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,

Translator and Int'r of the Sup'r Court.

No. 15.

Exposition of Florida Coast.

TRANSLATION.

A short exposition of the coast of East Florida, bordering on the Mexican Gulf.

The principal point is the Spiritu Santo, or Tampa Bay, which is a safe harbor for the largest vessels, sheltered by the islands which form its three inlets, and are the following: The bayous of Mullet's north, between which and the Beaver Island is the principal entrance, with a depth of twenty-three English feet. Between Beaver Island and that of Pollux is another inlet, which has a depth of water of from sixteen to seventeen feet; between Pollux and Long Island sixteen feet. Those inlets are situated between latitudes 27° 47" and 27° 56" north. The bay is about five leagues deep, and about one and a half leagues wide. The river Manati is towards the northeast and east. The lands are fit for the cultivation of grains, cotton, and indigo, with good pasturage for cattle, and abound with the most valuable timber, such as the oak, the ash, the pine, the cedar, cypress, lignium vitæ, and many others.

The lands extending in the direction of Charlotte Bay and that of San Carlos have sands, small rivers, and woods, which may be used for getting timber, erecting machinery, and raising cattle.

From latitude 26° 30" to 26° 40" north, the bays of San Carlos and Carlota form another point of consideration. It has two principal inlets, formed by the small islands which shelter the harbor, and admit vessels drawing from fourteen to fifteen feet water. It is as spacious as Tampa Bay, and receives the Roman river and the stream Romans, which disembogue in it, and has the same advantages in point of land, timber, &c.

From the Bay San Carlos to the long point or Cape Roman, in latitude 25° 50", the coast generally presents sands intermixed with forests of pines and cedars.

To the north and east of said cape are the rivers Galivan de Santa Maria and that of Mozas. The lands are fit for the cultivation of colonial produce, and the shores to Tancha Point are calculated for salt manufacture, and the interior parts for the chase of bears and deer. It contains forests of various classes of timber. Tancha Point is in the latitude of 24° 54" north.

St. Augustine, 28th November, 1829. I do certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Int'r of the Sup'r Court.

No. 5.

Testimony of Alvarez and Segui before Land Board.

Being the testimony of Antonio Alvarez and Bernardo Segui, as taken before the board of land commissioners, and included in the report of the register and receiver on this case, as contained in the Exhibit marked A, attached to the answer of the United States attorney, filed in this case before the chancellor. Offered and read by the plaintiff.

Antonio Alvarez deposes: "That he is acquainted with the handwriting of Governor White; that he has been a clerk in his office, in which situation he has often seen him write; that he entered said office in 1807, and continued there, with two slight intermissions, until the change of flags in 1821." When the original concession brought before the board from the office of the public archives by the keeper thereof was exhibited to the witness, and he asked whether he believed the signature "White" to be genuine, he answered simply in the affirmative. When cross-examined, he deposes: "that his opinion of the genuineness of this signature is formed both from the signature itself and the flourish immediately under it. He has no particular recollection of the t's and the e's in Governor White's name, or the manner in which the first was crossed, or the second joined to it, but from the general appearance of the signature, believes it to be genuine. He does not believe that the e is made totally different from the manner in which Governor White usually made it, but it seems closer to the t than Governor White placed it usually; that the governor signed his name with great uniformity, and he considers this signature regular and uniform. The witness knows nothing of the making of this grant. He says that concessions for land were deposited in the government secretary's office." When asked if it was within his knowledge that since the time at which this concession was made it had always been in said office, he adverted to the date of the concession, and answered in the affirmative. He furthermore deposes: "that vacant lands situated at a distance from St. Augustine were not considered of much value or importance about the year 1810." And to the question of the district attorney he answers, "that Governor White was always cautious and sparing in granting to individuals any part of the public lands."

Bernardo Segui deposes: "Is well acquainted with the handwriting of Governor White, having seen him write many times; witness lived in the government notary's office, for whence it was his duty almost every day, to carry papers to the governor for his signature; in this office he continued with a few intermissions, from the year 1800 to the year 1812 or 1813." When the grant now under adjudication was presented to him, and he was asked whether

he believed the signature to be genuine, he answers "that he has no doubt of it." He says further, "that he became acquainted with the existence of this grant a few days after it was made, as he [the witness] drew the memorial at the request of Mr. Miranda, and that the lands situated at such a distance from St. Augustine as those granted by this concession, were then considered of very little value. On a question of the district attorney whether the governors of this then province were not regulated in the distribution of lands to individuals, more by the principles and rules they had adopted and established for the granting of lands, than the value of the lands granted? The witness answers, "that the governors were regulated in the granting of lands, by the merits of the individual, the number of his family, or the value of the lands asked for, according to his own discretion."

No. 6.

Deposition of Thos. Aguilar.

Being the testimony of Tomas de Aguilar taken in this cause under commission issued from the chancery side of this court. Offered and read on the part of the plaintiff; objected to by the counsel for the United States, and objection overruled by the court.

SUPERIOR COURT, *East Florida, July term*, 1835.

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

OCTOBER 2*d*, 1835.

On motion of the petitioner's solicitor and argument thereupon, leave is given by this court that a blank commission do issue to take the deposition of Don Tomas de Aguilar, in the above named case, to be filled by the respective parties at any time before the taking of said deposition, with the names of their two respective commissioners, provided that notice in writing be given to the district attorney of the time at which the commission shall be despatched to Cuba, and also of the name of the person to whom it shall be sent; and that the names of the commissioners on the part of the complainant be imparted to the United States consul at Havana, with notice of the time when it shall be proposed to take depositions of the said Tomas de Aguilar, under the said commission. A true copy from the record.

Attest: K. B. GIBBS, *Clerk.*

TERRITORY OF FLORIDA.

In the name and by the authority of the United States of America, to Edward Spalding, and Hormenegido Valdes, and Nicholas P. Trist, and Jean Bte. Sazerac, greeting:

Whereas a certain claim to land is now depending in the superior court for the eastern district of Florida, in which said claim

Pedro Miranda and others are claimants, and the United States of America defendant, and it being necessary to the investigation of said cause, to have the testimony of Tomas de Aguilar, the said Edward Spalding and Hormenegido Valdes, and Nicholas P. Trist, and J. B. Sazerac, having been named by the said claimants and the said defendant as commissioners to examine said witness on certain interrogatories.

Know ye, that, confiding in your prudence, ability, and integrity, you are by these presents appointed, and full power and authority are hereby given to you or any two of you, diligently to examine the aforesaid witness upon certain interrogatories to be exhibited to you or any two of you, as well on the part of the said claimants as on the part of the said defendant or of either party in said cause; and therefore you, or any two of you, are authorised and requested, on a certain day or on certain days, and at a certain place or at certain places, to cause the said witness to come before you or any two of you, and then and there to examine each of them apart on the said interrogatories, on their corporal oaths or solemn affirmations first taken before you or any two of you, and to take such their examinations and reduce them to writing on paper, and when you shall have so taken them, to sign the same with your name and enclose and seal the whole together, conformably to the instructions hereunto subjoined.

And you or any two of you are hereby further requested, that before you act in or be present at the swearing or solemn affirming and the examining the said witness, you do make oath or solemn affirmation that, according to the best of your knowledge, you will truly, faithfully, and without partiality to any or either of the parties in said cause, take the examination and deposition of every witness produced and examined by virtue of this commission, upon the interrogatories hereunto annexed and produced to you, and that you will not publish or make known to any person whomsoever, except the clerk or clerks who may by you be employed and sworn to secresy in the execution of this commission, the contents of the deposition of the said witness to be taken by you in this commission named, until publication shall pass by rule or order of the said superior court.

Witness the honorable Robert Raymond Reid, judge of our
[L. S.] superior court for the district of East Florida, this 5th day of April, A. D. 1836.

K. B. GIBBS, *Clerk.*

Instructions.

When the testimony is taken, the commissioners, or any two of them, are required to sign their names at the bottom of each sheet of the depositions, and of the whole, after fixing and sealing the several sheets together, then to enclose the whole, examination, commission, and all, in an envelope, sealed up with their names written on the outside, across the seals, and to endorse the packet,

on the corner thereof, with the names of the parties, and to direct the same to Kingsley B. Gibbs, clerk of said court, at St. Augustine, and deliver it to him, or forward it directed to him in such manner as the respective counsel may direct.

SUPERIOR COURT,

For the Eastern District of Florida, held at St. Augustine.

PEDRO MIRANDA and others } Claim for 368,640 acres of land in
vs. } virtue of a Spanish grant, by Go-
THE UNITED STATES. } vernor White, the 26th Nov., 1810.

Interrogatories to be administered under a commission from the court to Don Tomas de Aguilar, of the Island of Cuba, before certain commissioners to be appointed.

First interrogatory. Were you or not, secretary of the government of East Florida, at the time of the session thereof, to the United States?

Second. Had you or not, either as such secretary of the government, or as chief clerk in the office of said secretary, been employed for a great many years before the said cession? If yea, state how many years.

Third. Were you or not, in said office in the year 1810?

Fourth. If you were in said office in 1810, either as secretary or chief clerk, state whether you continued in it from that period, till the time of the cession.

Fifth. Were you or not, while in Florida, well acquainted with Don Pedro Miranda, at present, at Havana, in Cuba?

Sixth. Have you any knowledge or recollection of a concession or grant to the said Pedro Miranda, for land on the waters of Hillsborough and Tampa bays, in East Florida? If you have any such knowledge or recollection, state what you know and recollect of said grant? Is it for a large or small quantity of land? At what time was it made? By what governor? Is the grant an absolute or a conditional one; and any other circumstances connected with said grant, within your memory at this time?

Seventh. Did you ever see the original of said grant to Pedro Miranda? State at what times, and in what places you have seen the said grant?

Eighth. Did you ever examine the signature of Governor White, which is subscribed to said grant? If you ever did see the same, state whether you are acquainted with the handwriting of the governor whose name is subscribed thereto; and state whether the said name, so subscribed to it, is genuine or not?

Ninth. At what time, according to your present recollection, did you first know of the existence of this grant to Don Pedro Miranda?

JNO. DRYSDALE,

19th March, 1836. *Sol. for Claimants.*

Cross interrogatories to be administered on behalf of the United States to Don Tomas de Aguilar, a witness to be called and sworn by the claimants in the case of the United States *ads.* Pedro Miranda and others.

First. If you answer the 8th direct interrogatory in the affirmative, please to state, when, and where you saw and examined the signature of the governor, which was subscribed to said grant; by what governor the said signature purported to have been made; what led to said examination; on what occasion it was made, and who were present when it took place, and what became of said grant?

Second. Was there any thing peculiar in the signature of the governor subscribed to said grant? If there was, what was it?

Third. Were there not many signatures of the same governor to other documents in the office of the escribano of said province, while you acted as secretary therein? If there were, please to state, in what the signature to the said grant, purporting to be the signature of the governor differed from such other signatures?

Fourth. Was there a flourish under the name purporting to be the name of the governor, who made said grant? If there was, please to state, whether said flourish corresponded with the flourish annexed by the same governor to his name, upon other documents known to be genuine, and on file in the office of the escribano of said province; and if it did not, please to state, in what particular or particulars it differed therefrom.

Fifth. Did the said Don Pedro Miranda ever obtain more than one grant of land in East Florida? If he did, please to state by what governor or governors said grants were respectively made; and what quantity of land was conveyed by each of them, where the said lands were situated, and the date of each of said grants?

Sixth. If you attempt to answer the 9th direct interrogatory, please to state, how you obtained your knowledge of the existence of said grant? Did you not derive it from conversations had by you with the said Miranda; and have you now any knowledge of it, except what you obtained from him, or from hearsay?

The United States, by their counsel, object to the fifth direct interrogatory, because it is leading; and to the 6th, 7th, and 8th, because they are leading, and particularly because the claimants, attempt thereby, to prove the execution of a written document, without producing and exhibiting it to the witness, or accounting, or attempting in any way to account for its absence.

THOS. DOUGLAS,
United States Attorney, &c.

Inasmuch as we are informed, that Don Tomas de Aguilar, the witness to be examined, does not speak or understand the English language, the foregoing interrogatories, and cross interrogatories, will be put to him in the Spanish, agreeably to the following ver-

sion, made by Nicholas P. Trist, and J. B. Sazerac; and his answers to the same, will be taken and written in the same tongue, by Hormenegido Valdes. Havana, this 15th day of June, 1836.

EDWARD SPALDING,
HOMENEGDO VALDES,
N. P. TRIST,
J. B. SAZERAC,
Commissionors.

[Here follows the foregoing direct and cross interrogatories in the Spanish language.]

Deposition of witness, produced, sworn, and examined, on the 22d and 23d days of June, in the year of our Lord one thousand eight hundred and thirty-six, under, and by virtue of a commission issued out of the superior court for the district of East Florida, to us, the undersigned commissioners directed, for the examination of Tomas de Aguilar, as well on the part of the plaintiff as of the defendant, in a certain suit now pending, and at issue between Pedro Miranda and others *vs.* the United States of America, as follows:

Tomas de Aguilar, of the port of Bahia Honda, aged upwards of seventy years, being produced, sworn, and examined on behalf of the plaintiff in the title of these depositions named, doth depose as follows:

[Here follows the answers of the witness in the Spanish language, signed by him.]

Translation of the foregoing answers of Don Tomas de Aguilar to the interrogatories and cross interrogatories.

First. To the first interrogatory, he saith yes.

Secondly. To the second interrogatory, he saith, I was, from the year seventeen hundred and ninety, employed, first, as escribiente, [writing clerk,] then as oficial mayor, [chief clerk,] and last, as secretario en propiedad, [secretary by direct appointment from the crown,] until the 10th of July, 1821, the period of the cession.

Thirdly. To the third interrogatory, he saith yes.

Fourthly. To the fourth interrogatory, he saith yes.

Fifthly. To the fifth interrogatory, he saith yes; for I knew him as first pilot of the bar, and afterwards as acting captain of the port.

Sixthly. To the sixth interrogatory, he saith yes; that he remembers that that grant was made for his deserts and services, on the shores of Hillsborough and Tampa Bays; it is the grant of eight square leagues, in eighteen hundred and ten, or thereabouts, by Governor Henry White; it is absolute.

Seventhly. To the seventh interrogatory, he saith yes; he has seen it, at the time when this favor was granted to him, and in the

secretary's office of the *of the* Government of East Florida, where the original remained.

Eighthly. To the eighth interrogatory, he saith yes; that he is well acquainted with the handwriting of said governor, and that the signature subscribed to said grant, is the legitimate which he used in such like and other documents.

Ninthly. To the ninth interrogatory, he saith, as secretary, which he then was of that government, it being his duty to authenticate, with his signature, the certificates of such documents, he knew the existence of said grant at the period when it was made, which was, as he has already said, in the year eighteen hundred and ten, or thereabouts.

Cross Interrogatories.

First. To the first cross interrogatory, he saith, that, from seventeen hundred and ninety-six until eighteen hundred and eleven, in which year Governor White died, during which period, he was governor of San Agustin, Florida, the respondent saw and examined daily and hourly, not only as chief clerk, but as secretary, the signature of the governor which was subscribed to said grant. To Don Henry White, because it is his own legitimate signature. His duty as secretary, on the occasion of having to give a certificate of said grant. He does not remember. It remained in the archives of the secretary's office in its proper bundle.

Secondly. To the second cross interrogatory, he saith, there was nothing peculiar in the signature of said governor, except the flourish [rubrica] which he was in the habit of placing under his name.

Thirdly. To the third cross interrogatory, he saith, that there were a very great many; it differed in nothing.

Fourthly. To the fourth cross interrogatory, he saith yes; yes it did correspond; in nothing did it differ.

Fifthly. To the fifth cross interrogatory, he saith, that it has not come to his knowledge that he has obtained more than one grant of land in East Florida. The one which he knows Don Pedro Miranda to have obtained, was granted by Don Henry White. In the one which he knows of, eight square leagues, on the shores of Hillsborough and Tampa Bay, about the year eighteen hundred and ten.

Sixthly. To the sixth cross interrogatory, he saith, that the existence of said grant came to his knowledge from his having to give, as secretary of the government, a certificate of the original title to said grant. That he had no other conversation with him on the subject of it, except that which necessarily arose in making out his certificate for him. That he has had none other than what is above stated.

Which is the truth, and he re-affirms it in all its parts. Bahia Honda, 23d of June, 1836.

Signed TOMAS DE AGUILAR.

Declarations taken, written, and by the witness subscribed and sworn to at Bahia Honda, on the 22d and 23d days of June, 1836, before us.

HORMENIGIDO VALDES,
J. B. SAZERAC,
Commissioners.

The foregoing is a true and faithful translation of the replies of the witness to the interrogatories and cross interrogatories.

N. P. TRIST,
J. B. SAZERAC.

No. 7.

Deposition of Antonio Alvarez.

Offered and read by the Plaintiff.

TERRITORY OF FLORIDA:

In the name and by the authority of the United States of America to John C. Cleland, esq., greeting:

Whereas a certain claim to land is now depending in the superior court for the eastern district of Florida, in which said claim, Pedro Miranda and others are claimants, and the United States of America defendant; and, it being necessary to the investigation of said cause to have the testimony of Antonio Alvarez, the said John C. Cleland having been named by the said claimant and the said defendant as commissioner to examine said witness on certain interrogatories.

Know ye, that, confiding in your prudence, ability, and integrity, you are, by these presents, appointed, and full power and authority are hereby given to you diligently to examine the aforesaid witness upon certain interrogatories to be exhibited to you, as well on the part of the claimants as on the part of the said defendant, or of either party in said cause; and, therefore, you are authorised and requested, on a certain day, or on certain days, and at a certain place, or at certain places, to cause the said witness to come before you, and then and there to examine him on said interrogatories, on his corporal oath, or solemn affirmation, first taken before you, and to take such, his examination, and reduce it to writing on paper; and when you shall have so taken it, to sign the same with your name, and enclose and seal the whole together conformably to the instructions hereunto subjoined.

And you are hereby further requested, that before you act in or be present at the swearing or solemn affirming and the examining of the said witness, you do make oath or solemn affirmation that, according to the best of your knowledge, you will truly, faithfully, and without partiality to any or either of the parties in said cause, take the examination and deposition of the witness, produced and

examined by virtue of this commission, upon the interrogatories hereunto annexed and produced to you; and that you will not publish or make known to any person whomsoever, except the clerk or clerks who may by you be employed and sworn to secrecy in the execution of this commission; the contents of the deposition of the witness to be taken by you, in this commission named, until publication shall pass by rule or order of said superior court.

Witness the honorable Robert Raymond Reid, judge of
[L. S.] our superior court for the district of East Florida, this 6th day of July, A. D. 1838.

K. B. GIBBS, *Clerk.*

Instructions.

When the testimony is taken, the commissioner is required to sign his name at the bottom of each sheet of the depositions and the whole, after fixing and sealing the several sheets together, then to enclose the whole examination, commission and, all, in an envelope sealed up, with your name written on the outside across the seal, and to endorse the packet, on the corner thereof, with the names of the parties; and direct the same to Kingsley B. Gibbs, clerk of said court, at St. Augustine; and deliver it to him.

IN THE SUPERIOR COURT.

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim.

Interrogatories to be propounded to Antonio Alvarez, who is to be produced, sworn and examined as a witness on the part of the petitioners.

First. Are you or not the keeper of the public archives of East Florida? If you are, state whether you have or not in your office, as such, a document purporting to be an original concession to Pedro Miranda by Governor White, bearing date the twenty-sixth day of November, 1810. If you have such a document in your office, be pleased to refer to the decree made in that case, and state in whose handwriting the body of it is, and what office the person who wrote it held at the date of the said decree.

Second. Be pleased to state whether the said document is in the form of a concession or royal title, and whether you have in your office any other concession to the said Miranda of the same date?

Third. Was it or not one of the usual and ordinary duties of the government secretary to draw up decrees on memorials for land under the orders of the governor? and was not his office the proper depository for concessions of land under the Spanish Government in East Florida?

JNO. DRYSDALE,
Solicitor for Petitioners.

Declarations taken, written, and by the witness subscribed and sworn to at Bahia Honda, on the 22d and 23d days of June, 1836, before us.

HORMENIGIDO VALDES,
J. B. SAZERAC,
Commissioners.

The foregoing is a true and faithful translation of the replies of the witness to the interrogatories and cross interrogatories.

N. P. TRIST,
J. B. SAZERAC.

No. 7.

Deposition of Antonio Alvarez.

Offered and read by the Plaintiff.

TERRITORY OF FLORIDA:

In the name and by the authority of the United States of America to John C. Cleland, esq., greeting:

Whereas a certain claim to land is now depending in the superior court for the eastern district of Florida, in which said claim, Pedro Miranda and others are claimants, and the United States of America defendant; and, it being necessary to the investigation of said cause to have the testimony of Antonio Alvarez, the said John C. Cleland having been named by the said claimant and the said defendant as commissioner to examine said witness on certain interrogatories.

Know ye, that, confiding in your prudence, ability, and integrity, you are, by these presents, appointed, and full power and authority are hereby given to you diligently to examine the aforesaid witness upon certain interrogatories to be exhibited to you, as well on the part of the claimants as on the part of the said defendant, or of either party in said cause; and, therefore, you are authorised and requested, on a certain day, or on certain days, and at a certain place, or at certain places, to cause the said witness to come before you, and then and there to examine him on said interrogatories, on his corporal oath, or solemn affirmation, first taken before you, and to take such, his examination, and reduce it to writing on paper; and when you shall have so taken it, to sign the same with your name, and enclose and seal the whole together conformably to the instructions hereunto subjoined.

And you are hereby further requested, that before you act in or be present at the swearing or solemn affirming and the examining of the said witness, you do make oath or solemn affirmation that, according to the best of your knowledge, you will truly, faithfully, and without partiality to any or either of the parties in said cause, take the examination and deposition of the witness, produced and

examined by virtue of this commission, upon the interrogatories hereunto annexed and produced to you; and that you will not publish or make known to any person whomsoever, except the clerk or clerks who may by you be employed and sworn to secrecy in the execution of this commission; the contents of the deposition of the witness to be taken by you, in this commission named, until publication shall pass by rule or order of said superior court.

Witness the honorable Robert Raymond Reid, judge of [L. S.] our superior court for the district of East Florida, this 6th day of July, A. D. 1838.

K. B. GIBBS, *Clerk.*

Instructions.

When the testimony is taken, the commissioner is required to sign his name at the bottom of each sheet of the depositions and the whole, after fixing and sealing the several sheets together, then to enclose the whole examination, commission and, all, in an envelope sealed up, with your name written on the outside across the seal, and to endorse the packet, on the corner thereof, with the names of the parties; and direct the same to Kingsley B. Gibbs, clerk of said court, at St. Augustine; and deliver it to him.

IN THE SUPERIOR COURT.

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim.

Interrogatories to be propounded to Antonio Alvarez, who is to be produced, sworn and examined as a witness on the part of the petitioners.

First. Are you or not the keeper of the public archives of East Florida? If you are, state whether you have or not in your office, as such, a document purporting to be an original concession to Pedro Miranda by Governor White, bearing date the twenty-sixth day of November, 1810. If you have such a document in your office, be pleased to refer to the decree made in that case, and state in whose handwriting the body of it is, and what office the person who wrote it held at the date of the said decree.

Second. Be pleased to state whether the said document is in the form of a concession or royal title, and whether you have in your office any other concession to the said Miranda of the same date?

Third. Was it or not one of the usual and ordinary duties of the government secretary to draw up decrees on memorials for land under the orders of the governor? and was not his office the proper depository for concessions of land under the Spanish Government in East Florida?

JNO. DRYSDALE,
Solicitor for Petitioners.

Cross interrogatories to be propounded to the witness abovenamed, the answers to which are to be offered in evidence, provided the court overrules the annexed objection.

First. If you undertake to state in whose handwriting the body of the document, mentioned in the first direct interrogatory, is, please to state the name of the person whom you may suppose wrote it; whether you are certain that he did write it, and how you know that he did so. Did you ever see him write; and if you did, please to state when and where, and particularly whether you often saw him do so?

Second. If you undertake to answer the second direct interrogatory in the affirmative, be pleased to state the difference, in form and legal effect, between a concession and royal title, and annex a copy of each to your answers.

Objections.

The United States, by their counsel, object to the foregoing direct interrogatories, and to the testimony elicited by them; because they are leading, irrelevant and illegal, and, especially, because the complainants seek thereby to prove the execution of a written document, without exhibiting it to the witness, or in any way accounting for its absence, which is a mode altogether novel, uncertain, dangerous, and wholly inadmissible.

THOS. DOUGLAS,
U. States Attorney.

In the Superior Court, *District of East Florida.*

Pedro Miranda and others
vs.
The United States. } Land claim.

The answers of Antonio Alvarez, a witness examined in the above entitled cause, to the interrogatories propounded to him; the said Antonio being first duly sworn.

To the first direct interrogatory, witness answers: I am the keeper of the public archives of East Florida. I have a grant or concession in my office, purporting to be an original concession to Pedro Miranda by Governor White, bearing date the twenty-sixth day of November, 1810. I have referred to the document in my office, made in that case, and it is in the handwriting of Thomas Aguilar, at that time acting secretary of the government.

Second direct interrogatory, witness answers: the said document is in the form of a concession. I have no other concession to the said Miranda in my office of the same date.

Third direct interrogatory, witness answers: it was; yes.

Cross Interrogatories.

To the first cross interrogatory, witness answers: the name of the person who wrote the decree or document mentioned in the first direct interrogatory, is Tomas de Aguilar. I said that he wrote it from my knowledge of his handwriting. I have seen him write in his office very often.

Second cross interrogatory, witness answers: the term concession was applied, in this province, to a decree of the governor thereof, by which there were lands granted to any of the inhabitants who petitioned for them in writing; the decree was written on the margin, or at the foot of the petition; a royal title is a patent signed by the governor and countersigned by the notary [escribano] of the royal exchequer. Witness states, that not being versed in the law, he cannot explain the difference, in legal effect, between a concession and a royal title; a concession was considered as under certain conditions or regulations that the Spanish governors had established for the distribution of lands, and the title or patent gave the grantees the land free from all condition. Witnesses annexes a *a* copy of a concession made to Samuel Betts, on the eighth of July, 1803, for two thousand acres of land, and a title for the same land made on the third of July, 1815.

ANTONIO ALVAREZ.

Taken and subscribed before me, this 9th day of July, A. D. 1838.

JOHN C. CLELAND,
Justice of the Peace and Commissioner.

[A copy of concession and of a royal title, in the Spanish language, are annexed.]

No. 8.

Deposition of B. Segui and A. Alvarez.

Offered and read by the Plantiff.

In the Superior Court, *Eastern District of Florida.*

Pedro Miranda and others
vs.
The United States.

Interrogatories to be propounded unto Bernardo Segui and Antonio Alvarez. Witnesses to be produced, sworn, and examined on the part of the above named Pedro Miranda and others in this cause, and who are to be examined without commission and by consent, before Kingsley B. Gibbs, Esquire.

Interrogatories for Bernardo Segui.

First. Were you or not acquainted with the above named Pedro Miranda, then of St. Augustine, in the year 1811, and before that time ?

Second. Be pleased to refer to the document in the Spanish hereto annexed, and state whether you did or did not draw the original thereof at the request of the said Pedro Miranda, and whether it was or not written at the time at which it bears date ?

Third. Did the practice and usage of the Government of East Florida in 1811, and before and after that period, permit the government secretary to draw up memorials for land in behalf of individuals applying for them ? Would or would not such an act have been considered improper, and a departure from an established rule of usage ?

Fourth. Were you or not employed as a clerk in the government notary's office in East Florida under the Spanish government ? If yea, for how many years ?

Fifth. Were the papers in that office kept in such a manner that strangers or persons unconnected with the office could inspect and examine original documents in it ? Would they have been permitted to do so if they could ? Did or did not the usage and pratice of this office forbid persons unconnected with it from approaching the tables having open papers on them ?

Sixth. Was it or not a well established and uniform practice under the Spanish government, that persons who desired information as to the contents of original documents in the government notary's office, should obtain it by procuring copies of them ?

Seventh. Are you or not well acquainted with the manner in which memorials for land were presented to the governors of East Florida under the Spanish government and acted on by them, and especially by Governor White ?

Eighth. Was it the practice of Governor White to sign decrees for land without reading the decree, or knowing of his own knowledge what he signed ? Was it the practice of Governor White to pass on memorials for land, that is, to grant or reject the prayer of the memorialist without having read the memorial ?

Ninth. Was or was not Governor White very exact and regular in his manner of doing business, or was he careless, or given to trust much to others ?

Tenth. Was his manner of acting on memorials for land such as to render it a matter of facility to obtain a grant from him fraudulently, or to obtain his signature to a decree for land of the nature and extent of which he was ignorant ?

JNO. DRYSDALE, *for Claimant.*

Interrogatories for Antonio Alvarez.

First. Are you or not the keeper of the public archives for East Florida ?

Second. Have you or not in your charge and keeping as such officer, the original document purporting to be the original concession or grant on which the claim in the above entitled cause is founded?

Third. Is or not the document in Spanish hereto annexed, a true copy of that concession or grant? Have you or not had frequent occasion of late to inspect the original of said document?

Fourth. In whose handwriting is the memorial forming a part of said document? Are you not well acquainted with the handwriting of the individual whose writing you state the said memorial to be?

Fifth. Were you or not employed as clerk for many years in the office of the governor's secretary of East Florida under the Spanish government? Were you so under the administration of Governor White?

Sixth. Were original documents so kept in that office that persons unconnected with the office could, on visiting it on business or otherwise, inspect and examine them? If such a thing had been attempted, would it have been permitted?

Seventh. Are you or not well acquainted with the manner in which Governor White acted on memorials for land being presented to him? If you are, state whether it was his practice to pass on memorials for land, that is, to grant or reject the prayer of the memorialist without having read the memorial, and whether there was any particular hour appointed for signing decrees by Governor White on memorials for land, and what that hour was?

Eighth. Was it the practice of Governor White to sign decrees for land without having read them, or knowing of his own knowledge what he signed?

Ninth. Was or was not Governor White very exact and regular in his manner of doing business, or was he careless?

Tenth. Was his manner of acting on memorials for land such as to render it a matter of facility to obtain a grant fraudulently from him, or to procure his signature to a decree for lands of the nature and extent of which he was ignorant?

Eleventh. Was or was not the government secretary of East Florida in 1811, and before and after that year, in the practice of drawing up memorials for persons applying for lands in East Florida? Was it his duty to do so? Was it or not considered improper that he should do so by established usage?

JNO. DRYSDALE, *for Claimants.*

[Here follows a copy of the concession, consisting of the memorial and decree to Miranda, marked A, with a translation thereof.]

Cross-interrogatories to be propounded to Bernardo Segui and Antonio Alvarez, Esquires, in the above entitled cause.

First. If you answer the third direct interrogatory in the affirmative, please to state when and under what governor that rule or

lently, or to obtain his signature to a decree for land, of the nature and extent of which he was ignorant.

Cross Interrogatories.

To the first cross interrogatory witness answers: It was not considered proper that the memorial should appear in the handwriting of the government secretary, and I know that during Governor White's time and subsequently, it was considered improper and as contrary to usage that memorials should appear in the handwriting of the government secretary. I cannot recollect further back than Governor White's time. I know of no royal order on the subject. I do not believe the secretary would dare to present a memorial to the governor in his own handwriting.

To the second cross interrogatory witness answers: I know of no decree or royal order establishing the practice referred to in this interrogatory, but I know the practice in the office to have been, while I was in it, as I have stated in my answer to the sixth interrogatory.

To the third cross interrogatory witness answers: It was a rule established by the officer having charge of the papers for his own convenience, and that of the public, and for the purpose of securing his fees. I have known the escribano to show to a person an original paper when he required it of him, but it was always done in the presence of the escribano or one of his clerks. He would not allow original papers to be taken out of his office, or let them be examined except in his presence or in that of one of his clerks. He might show an original paper if he pleased without fee and as a matter of courtesy.

To the fourth cross interrogatory witness answers: I was never present when Governor White signed decrees for land; that was not in my line. The escribano or myself carried to Governor White, precisely at 12 o'clock in the day, decrees and orders to be signed that were necessary to be made in law suits or something of that kind, and waited in the governor's presence till he had signed them. The secretary had the privilege of going to see the governor at any time on business in particular cases; but all the officers of the government attended upon Governor White regularly every day precisely at 12 o'clock.

To the fifth cross interrogatory witness answers: I do not know that Governor White made many large grants of land. I have only heard of a few. The grant that he made to Miranda in this case was conversed about in the city of St. Augustine at the time it was made, but it was not a matter of general conversation, as land was considered at that time of very little value.

To the sixth cross interrogatory witness answers: I think that Governor White was very careful in making grants of land to strangers, and particularly to Americans and speculators, against whom he had a great dislike.

BERNARDO SEGUI.

Taken, sworn to, and subscribed before me, this 2d of August, A. D. 1839.

K. B. GIBBS, *Commissioner.*

SUPERIOR COURT, *East Florida.*

PEDRO MIRANDA and others
vs.
THE UNITED STATES. } Land claim.

The answers of Antonio Alvarez to the interrogatories and cross interrogatories hereto annexed, the said Antonio Alvarez being first duly sworn.

To the first interrogatory witness answers: I am the keeper of the public archives of East Florida.

To the second interrogatory witness answers: I have in my charge and keeping as such officer, the original document purporting to be the original concession or grant on which the claim in the above entitled cause is founded.

To the third interrogatory witness answers, upon referring to the document in the Spanish language hereto annexed, marked A: That it is a true copy of that concession or grant. I have of late made several copies of the original of that document.

To the fourth interrogatory witness answers: The memorial is in the handwriting of Bernardo Segui. I am well acquainted with the handwriting of Benardo Segui.

To the fifth interrogatory, witness answers, I was employed as a clerk for many years in the office of the government secretary of East Florida, under the Spanish government, and was so under the administration of Governor White.

To the sixth interrogatory witness answers: That the original documents were not so kept in that office, as that persons unconnected with the office could, on visiting it on business or otherwise, inspect and examine them. If it had been attempted, it would not have been permitted.

To the seventh interrogatory witness answers: I am well acquainted with the manner in which Governor White acted on memorials for land being presented to him. The secretary of the government presented memorials for land for the decision of the governor, and the governor gave his directions to the secretary to draw out the decree, and the memorials were then brought into the secretary's office by the secretary, and the decree drawn out there as the governor had directed. I do not recollect having presented

memorials to the governor for his directions on them. When the decrees were written out they were carried up again by the secretary for the signature of the governor. There were particular hours for carrying papers to the governor, viz: at 11 o'clock in the morning memorials were presented to him for his decision, and at 12 o'clock in the day decrees were presented to him for his signature.

To the eighth interrogatory witness answers: I was not present at the time the governor signed decrees for land, and cannot tell whether he read them or knew what he signed.

To the ninth interrogatory witness answers: That Governor White was exact and regular in his manner of doing business.

To the tenth interrogatory witness answers: Never having presented memorials for land to the Governor White, I cannot answer this interrogatory. I believe Governor White was very particular.

To the eleventh interrogatory witness answers: The government secretary was not in the practice in 1811, and before and after that year, of drawing up memorials for persons applying for lands in East Florida. It was not his duty to do so. It was considered improper by established usage, that he should do so.

Cross Interrogatories.

To the first cross interrogatory. The question referred to in this interrogatory, not answered by the witness on his direct examination.

To the second cross interrogatory witness answers: I do not know when the practice referred to in this interrogatory commenced. I found such the practice when I first went to the office. I know of no royal order on the subject.

To the third cross interrogatory witness answers: It was a rule that arose out of the necessity of the case. The secretary was allowed no fees for searching. He would show an original document to any person wishing to see it, if it was of a public character, and if he considered it proper, but would never allow any person to search the papers of the office. He would show persons original memorials and decrees for lands, but would not show the correspondence of the government or papers of that nature.

To the fourth cross interrogatory witness answers: I do not recollect ever being present when governor signed decrees for land. The governor might have directed his secretary to attend at any hour of the day. The secretary could not attend upon the governor at his own convenience, with memorials for land; that is to say, it was against the rule established by Governor White.

To the fifth cross interrogatory witness answers: I do not know that Governor White was in the habit of making large grants of land; there are some large grants made by Governor White in my

office. If he had have granted eight square leagues of land to one individual, if it was known, it might have been a subject of conversation in St. Augustine.

To the sixth cross interrogatory witness answers: Governor White was considered rather parsimonious in granting of land.

To the seventh cross interrogatory witness answers: I do not know of any grants in my office founded upon memorials written by the government secretary. I believe there are more written by Tomas de Aguilar, during the time he acted as secretary of the government.

ANTONIO ALVAREZ.

Taken, sworn to, and subscribed before me, this third day of August, A. D. 1839.

K. B. GIBBS, *Commissioner.*

No. 9.

Deposition of Manuel Olivilla.

Being the testimony of M. Ollivilla, offered and read in evidonce on the part of the United States, for the purpose of showing the interest of Tomas de Aguilar in the matter in controversy in this cause; objected to by the counsel for the plaintiff, but admitted by the court, viz:

TERRITORY OF FLORIDA:

In the name and by the authority of the United States of America to the honorable Augustus Steele, Judge of the County Court of Hillsborough county, Colonel Alexander Cummings, lieutenant John McClendening, and Donald Fraser, Esquire, greeting:

Whereas a certain claim to land is now depending in the superior court for the eastern district of Florida, in which said claim, Pedro Miranda and others are claimants, and the United States of America defendant; and it being necessary to the investigation of said claim, to have the testimony of Manuel Ollivilla, the said honorable Augustus Steele, Colonel Alexander Cummings, Lieutenant John McClendenin, and Donald Fraser, having been named as commissioners to examine said witness on certain interrogatories:

Know ye, that confiding in your prudence, ability, and integrity, you are, by these presents, appointed, and full power and authority are hereby given to you or any two of you, diligently to examine the aforesaid witness upon certain interrogatories to be exhibited to you or any two of you, as well on the part of the said claimants as on the part of the said defendant, or of either party in said cause; and therefore you, or any two of you, are hereby authorized and requested, on a certain day or on certain days, and at a certain place or at certain places, to cause the said witness to come before you or any two of you, and then and there to exam-

ine him on said interrogatories, on his corporal oath or solemn affirmation, first taken before you or any two of you, and to take such his examination and reduce it to writing on paper, and when you shall have so taken it, to sign the same with your names, and endorse and seal the whole together, conformably to the instructions hereunto subjoined.

And you or any two of you, are hereby further requested, that, before you act in or be present at the swearing or solemn affirming and the examining of the said witness, you do make oath or solemn affirmation that, according to the best of your knowledge, you will truly, faithfully, and without partiality to any or either of the parties in said cause, take the examination and deposition of the witness produced and examined, by virtue of this commission, upon the interrogatories hereunto annexed and produced to you; and that you will not publish or make known to any person whomsoever, except the clerk or clerks who may by you be employed and sworn to secresy in the execution of this commission, the contents of the deposition of the witness to be taken by you in this commission named, until publication shall pass by rule or order of said superior court.

Witness the honorable Robert Raymond Reid, judge of our
[L. S.] superior court for the district of East Florida, this 28th day of January, A. D. 1839.

K. B. GIBBS, *Clerk.*

Instructions.

When the testimony is taken, the commissioners or any two of them, are requested to sign their names at the bottom of each sheet of the depositions, and of the whole, after fixing and sealing the several sheets together, then to enclose the whole examination, commission and all, in an envelope, sealed up with your names written on the outside across the seal, and to endorse the packet on the corner thereof, with the names of the parties, and to direct the same to Kingsley B. Gibbs, clerk of the superior court for the district of East Florida, at St. Augustine, and deliver it to him or forward it directed to him in such manner as the counsel may direct.

[Here follows the interrogatories signed by the United States attorney, to be propounded to the said witness, but as the same interrogatories are contained in the report of the commissioners, they are not here again copied.]

HILLSBORO' COUNTY, *Territory of Florida.*

TAMPA BAY, *9th March*, 1839.

Colonel Alexander Cummings and Donald Fraser, Esq., commissioners, appointed by the honorable R. R. Reid, judge of the superior court for the district of East Florida, on the 28th day of January, 1839, for the purpose of taking the examination of M. Olivilla, in a certain claim to land now pending in said superior court,

wherein Pedro Miranda and others are claimants, and the United States of America are defendants, met this morning by appointment at the post office.

John C. Casey, of Tampa, was appointed their clerk, and the witness, Manuel Ollivilla, appeared before them.

The commissioners aforesaid, their clerk aforesaid, and the witness aforesaid, were all duly sworn before Robert Jackson, a justice of the peace, for Hillsboro' county, Florida.

The commissioners then proceeded to the examination of the witness; and the following questions and answers are the result:

DISTRICT OF EAST FLORIDA, *Superior Court.*

THE UNITED STATES OF AMERICA *ads.* PEDRO MIRANDA and others. } Claim for 368,640 acres of land.

Interrogatories propounded to Manuel Olivilla, of Tampa, in East Florida, a witness sworn in behalf of the United States in the above entitled cause, before Col. Alexander Cummings and Donald Fraser, commissioners duly authorized to take the testimony of the said Manuel Olivilla.

I. Are you acquainted with the said Pedro Miranda or not? If you are, how long have you been acquainted with him, when did that acquaintance commence, and where has he since resided; and where have you resided, and where do you now reside?

Answer. I have been acquainted with him since the latter part of 1829, or first of 1830. He then resided and still resides in Havana. I resided in Havana, until 1833, since which time I have resided in this Territory.

II. Do you, or do you not know, one Tomas de Aguilar? If you do, please to state, when and where your acquaintance with him commenced, and where he has since resided?

Answer. I do know him; my acquaintance with him commenced in 1831, at Havana, where he then resided. He still resides in Cuba.

III. Was, or was not, the said Aguilar, secretary of the government of the province of East Florida, before its transfer to the United States? If he was, please to state, when, where, and how long?

Answer. He was, I know not the exact time; but it was at the time Governor White was governor of St. Augustine. He was his secretary.

IV. Do you know any thing of a tract of land claimed by the said Pedro Miranda, at or near Tampa, in East Florida. If you do, please to state the quantity of land so claimed by him, as near as you can recollect; whether the same includes Tampa and borders on Tampa bay or not; and how it extends south of Tampa, upon the gulf of Mexico?

Answer. I was told, repeatedly, by Pedro Miranda, that he grant of 100,000 acres at Tampa, in East Florida—he wrote to me in a letter, dated 20th November, 1833, that he did not know on which side of Hillsboro' river his grant lay; but that it was on Hillsboro' bay. He did not know how far it extended south, or any particulars, as the map was in the hands of his son-in-law, at St. Augustine. [The witness held the letter in his hand.]

V. Do you know of any other large tract of land claimed by the said Pedro Miranda, in that region of country? If you do, please state the particulars thereof?

Answer. I do not.

VI. Do you, or do you not know, what right or title the said Pedro Miranda pretends to have to the said tract of land? If you say, that he claims to have a grant therefor, please to state the date of said pretended grant, and who was governor of said province of East Florida, at the time it bears date?

Answer. By a grant, he says, he got from Governor White, governor of St. Augustine. I know not the date of said grant. Enrique White was governor at the time, of East Florida.

VII. Was, or was not, Enrique White, governor at the time?

Answer. He was.

VIII. Did you ever hear the said Thomas de Aguilar, describe the manner in which the said pretended grant was obtained or not? If you did, please state what he said about the matter?

Answer. I did; as secretary of the governor, he drew up claims for others, which, at a stated hour, 1 P. M., he always laid before the governor for his signature; that the governor rarely read over these papers, relying upon his secretary's accuracy, that upon the knowledge of this fact, and the apparent facility with which a fraudulent grant could be obtained, Miranda proposed to Aguilar, that if he could get a petition or memorial approved and signed in this way, in his, Miranda's favor, he, Aguilar, should have one-half of the grant; that he, accordingly, drew up and presented such a petition or memorial; and the governor, as usual, unsuspectingly approved and signed, without reading it. Miranda having once got his grant, refused for a long time to admit him, Aguilar, to a participation in the benefits of the fraud; and that they quarreled on the subject several years.

IX. Did, or did not the said Thomas de Aguilar, procure the signature of the said governor, to the said pretended grant by fraud? If he did, at whose instance was the said fraud practised?

Answer. See my answer to the 8th question.

X. Did the said Thomas de Aguilar, upon the suggestion, and at the instance of the said Pedro Miranda, practise the said fraud or not? If he did, please to state the manner in which the signature of the said Governor White, to the said pretended grant was procured; and the consideration which the said Thomas de Aguilar was to receive for the perpetration of the said fraud?

Answer. See my answer to the 8th question.

XI. How did you obtain your information as to the manner in which the said pretended grant was obtained?

Answer. By Aguilar himself, at his own house, in Havana, talking with his nephew, Pedro Rodriguez.

XII. Has the said Thomas de Aguilar, ever told you that he obtained the said grant without the knowledge of the governor or not? If he has, say when and where were these statements made, and whether they were made to you, by said Aguilar, more than once or not?

Answer. He told me two or three times, when complaining of his brother-in-law, Miranda.

XIII. Did the said Thomas de Aguilar tell you from what governor the said pretended grant was obtained or not? If he did, please to state the name of the governor, and especially, whether the signature of said governor thereto, was, or was not obtained, without his having read it or not; and if it was obtained without the knowledge of said governor as to the quantity of land asked for; state the manner in which it was obtained, and at whose instance, and all the circumstances attending the application for the same?

Answer. My previous testimony gives all my knowledge on these points.

XIV. Is or is not the said Thomas de Aguilar related to the said Miranda? If he is, please to state the relationship that exists between them.

Answer. He is his brother-in-law.

XV. Please to state whether the said Pedro Miranda did or did not refuse, after the said grant was obtained, to pay to the said Aguilar the consideration upon which he, the said Aguilar, undertook to obtain it; and what that consideration was; and how the matter was finally arranged between them.

Answer. Besides what I said before, I can add that in the latter part of the year 1831, Pedro Rodriguez, before alluded to, arrived home [at Havana] from St. Augustine. On his arrival, Aguilar offered him 2,500 acres of land, of the claim in question, if he would bring about a settlement with Miranda. That Rodriguez, assisted by Thomas Angel, a son-in-law of Aguilar, after much difficulty, succeeded in bringing Miranda to a settlement, by which he ceded to Aguilar his half of his claim; and Rodriguez obtained an order from Aguilar on Miranda for a deed of the aforesaid 2,500 acres of land, which order is now in the hands of Joseph Elzuardi, who resides at Key West.

XVI. Did or did not the said Pedro Miranda agree to give to the said Tomas de Aguilar one-half of the tract, if he would obtain a grant therefor; and has or has he not since conveyed the one-half or some other portion of the said tract, and what portion, to the said Aguilar, in fulfilment of that agreement?

Answer. I have told all I know on this question.

XVII. By whose agency was said compromise finally effected between the said parties, and what consideration did said Aguilar pay for procuring said compromise, and when it was made?

Answer. I have already answered this question.

XVIII. Did or did you not know one Pedro Rodriguez? If you did, please to state whether the said Rodriguez is now alive or dead; if you say that he is dead, state when and where he died.

Answer. I knew him; he died at this place in 1832.

XIX. Did the said Pedro Rodriguez aid in making the said compromise between the said Aguilar and Miranda? If he did, please state at whose instance, and what consideration he was to have therefor, and whether he received said consideration.

Answer. See my answer to the 15th question.

XX. Did you or did you not hear the said Pedro Rodriguez speak of the manner in which said pretended grant was obtained? If you did, please to state when, and especially whether it was during his last sickness, and when he was laboring under an immediate apprehension of death. If you did hear him so speak of it, please to state what he said upon the subject, when he was so in extremis.

Answer. I did not. I was not here when he died; but he made a confession of his knowledge of the fraudulent nature of Miranda's grant, in a letter addressed to his mother, in which he expressed compunction for his participation in a transaction which he felt to be wicked and dishonest; that being a Roman Catholic, and having no priest to confess to, he took this mode to ease his conscience, in presence of a witness, whose signature was also affixed to the letter. I had said letter in my possession, and know the signature of said Rodriguez and the witness, to be genuine on said letter.

XXI. Do you know of any other matter or thing which may be of service to the parties interested on the trial of this cause? If you do, please to state the same as fully and particularly as though you were now thereunto specially interrogated.

Answer. I know nothing else, except that the letter mentioned in my answer to the 20th question is in existence, and can be procured if required.

ALEX. CUMMINGS, *Lt. Col. 2d Inf'ty.*
DONALD FRASER,
Commissioners.
JOHN C. CASEY, *Clerk.*

Here the commissioners adjourned, until Monday, 11th inst., at 11 A. M.

Tampa, Florida, 11th March, 1839. The commissioners met, pursuant to adjournment. Present, Lt. Col. A. Cumming, and Donald Fraser; John C. Casey, clerk.

The clerk not having completed the record, the commissioners adjourned until to-morrow, A. M., 11 o'clock, 12th inst.

Tampa, Florida, 12th March, 1839. The commissioners met, pursuant to adjournment. Present as yesterday.

The clerk presented the record, which was signed and sealed, when the commissioners adjourned sine die.

ALEX. CUMMINGS, *Lt. Col. 2d Inf'y.*
DONALD FRASER,
Commissioners.

JOHN C. CASEY, *Clerk.*

Motion for New Trial.

And afterwards, to wit, on the twenty-seventh day of August, in the year of our Lord one thousand eight hundred and thirty-nine, the said United States, by their said counsel, brought and filed in the clerk's office aforesaid, his motion and reasons for a new trial in this cause, which is in the words and figures following, to wit:

DISTRICT OF EAST FLORIDA, *Superior Court.*

THE UNITED STATES *ads.* PEDRO MIRANDA. } Land Claim. Feigned Issue. Verdict for Plaintiff.

The United States move the court for a new trial in this case, for the following reasons, to wit:

1st. The court erred in not ruling out the testimony of Tomas de Aguilar, when it was proven, by the testimony of Manuel Olivilla, that Tomas de Aguilar has an interest in, and owns one-half of this grant.

2d. The court erred in instructing the jury that they were bound to give equal weight and consideration to every part of the deposition of Manuel Olivilla.

3d. The court erred in instructing the jury that if they believed the testimony of Manuel Olivilla, then Tomas de Aguilar was interested in the claim in controversy; but that they had before them the other part of the deposition of said Manuel Olivilla, in which he states that Governor White signed the grant in question, and that they were bound to give equal credence to every part of said deposition.

4th. The verdict is against law.

5th. The verdict is against the manifest weight of evidence.

6th. Newly discovered evidence, viz: evidence discovered since the trial of said issue, [withdrawn.]

THOS. DOUGLAS,
United States Attorney.

Motion for New Trial Overruled.

And afterwards, before the superior court for the district of East Florida, holden at the court-house in the city of St. Augustine, at

the term of July, in the year of our Lord one thousand eight hundred and thirty-nine, to wit, on Thursday, the seventeeth day of said term, and the nineteenth day of the month of September, the following entry of record was made in this case, to wit:

PEDRO MIRANDA *vs.* THE UNITED STATES. } Land Claim. Feigned Issue. Verdict for the Plaintiff.

This day came the parties by their attorneys, and the court now being sufficiently advised of and concerning the motion of the attorney for the United States for a new trial in this cause, for the reasons filed herein, overruled the said motion. 1st. Because when the testimony of Thomas de Aguilar was introduced, there was no evidence before the court of his interest; the deposition of Olivilla having been afterwards received in evidence; and because the court instructed the jury, that if they believed the testimony of Olivilla, Thomas de Aguilar was interested in the event of this suit, and a person so situated was not a competent witness. 2d. Because the court did not charge the jury as the counsel supposes in his second and third grounds, but expressly instructed them that if they found the interest of Tomas de Aguilar established by his own admissions, the rule of law was, that admissions, confessions, and declarations must be all taken together; but the court said nothing about giving equal weight and credit to every part of the deposition of Manuel Olivilla, or to every part of any declaration, confession, or admission, whatever. Because the 4th and 5th grounds have not been sustained, and the 6th has been abandoned.

Record certified up.

SUPERIOR COURT, *District of East Florida.*

I, Kingsley B. Gibbs, clerk of the said court, do hereby certify that the foregoing one hundred and seventy-six pages contain a full, true, and complete transcript of the record and proceedings had in a certain feigned issue, tried before the said court, wherein Pedro Miranda was the plaintiff, and the United States of America defendant.

Certified up to the superior court for East Florida, sitting in chancery, in the case of Pedro Miranda and others *vs.* The United States of America.

In witness whereof, I have hereto set my hand, and affixed
[L. S.] the seal of the said court, at the city of St. Augustine, this 3d day of October, A. D. 1839.

K. B. GIBBS, *Clerk.*

And afterwards, before the superior court for the district of East Florida, holden at the court-house in the city of St. Augustine, at

the term of July, in the year of our Lord one thousand eight hundred and forty, to wit, on Tuesday the second day of said term, and the fourteenth day of said month, the following entry of record was made in this cause, to wit:

Hearing Continued.

PEDRO MIRANDA and others
against
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the United States, and the court proceeded in the further hearing of this cause; and the record and proceedings of the trial before this court, sitting as a court of common law, of the feigned issue made up in this case, pursuant to the agreement of counsel, and the order of the court of the 19th of July, 1838, was presented to the court. The claimants' counsel then offered and read in evidence a certified copy, by the keeper of the public archives of East Florida, of the original grant in this case, together with a certified translation thereof, dated 11th July, 1840, by the translator and interpreter of this court. The counsel for the said United States then offered and read in evidence, without objection from the claimants' counsel, the deposition of Nicholas P. Trist, taken under commission issued in this cause; to which said deposition is annexed a certified copy of the grant in this cause, and a translation thereof, made by the said witness.

And the court not having time to proceed further in the hearing of this cause on this day, the further hearing thereof was postponed till to-morrow morning.

Hearing Continued.

And afterwards, at the same term of July, in the year of our Lord one thousand eight hundred and forty, to wit, on Wednesday, the third day of said term, and the fifteenth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
vs.
THE UNITED STATES. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the United States, and the court proceeded in the further hearing of this cause. The counsel for the United States read to the court a translation made by the translator of this court, dated 16th August, 1839, of the certified copy of the grant in this case. The counsel for the United States then offered in evidence the testimony of Don Augustin Pouble, Don Juan Lobo, and Don Jose

Maria de Olivia, [y Palma,] taken under commission issued in this case; to the admission in evidence of the said testimony the counsel for the said claimants objected; which objection was overruled by the court, and the said testimony admitted. The counsel for the claimants, after the reading of the said testimony to the court, moved the court that the same be suppressed, as irrelevant and inadmissible, because, 1st, The depositions do not put in proof any usage by which a practical exposition of the words "en quadro" can be obtained; 2d, If they do put usage in proof, it is the usage not of the Province of East Florida, but of the Island of Cuba, without any evidence that the usage of these two provinces were the same in measuring lands; 3d, If these witnesses are produced as experts, or as persons of peculiar knowledge in an art or science, they are incompetent to testify, because the words "en quadro" are not words of their art or science, but are words unknown to them as professional men. Which motion was overruled by the court; to which decision of the court the counsel for the claimants excepted. The counsel for the United States then offered and read in evidence, without objection from the claimants' counsel, a translation made by Felix Merino, together with the explanations attached thereto, dated at Philadelphia, 16th September, 1839, of a certified copy of the original grant in this case. The counsel for the United then offered in evidence a translation of a certified copy of the original grant in this case, and which translation is certified as follows:

"GENERAL LAND OFFICE, *July* 25th, 1839.

"I hereby certify that the foregoing, on pages 2 and 3, has been carefully compared in this office with the Spanish document on page 1, and appears to be a correct translation thereof.

"JAS. WHITCOMB, *Commissioner*."

To the admission of which said translation in evidence the counsel for the said claimant objected, and the objection was sustained by the court; to which decision of the court, rejecting said translation, the counsel for the United States excepted.

And the court not having time to proceed further in the hearing of this cause on this day, the further hearing thereof was postponed till to-morrow morning.

Hearing Continued.

And afterwards, at the same term of July, in the year of our Lord one thousand eight hundred and forty, to wit, on Thursday, the fourth day of said term, and the sixteenth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants as the counsel for the United States, and the court proceeded in the further

hearing of this cause. The counsel for the United States offered in evidence, which was received without objection, a certified copy of the regulations of Governor White, dated 12th October, 1803, together with a certified translation thereof. The counsel for the said claimants then offered in evidence the memorial of and grant to Bernardo Segui for 16,000 acres of land, dated 6th December, 1814, to the admission of which in evidence the counsel for the United States objected, because the same is not proper rebutting evidence, and because the same does not go to prove a usage as far back as the date of the grant in this cause, which objections were overruled by the court, and the said evidence admitted, subject to the opinion of the court on hearing the argument in this cause. The claimants' counsel then offered in evidence a certificate and plat of survey of the said land so granted to the said Segui, made by Robert McHardy, to the admission of which in evidence the counsel for the United States objected, alleging that the said survey was made by a private surveyor, without authority, and that it does not appear to have come from the office of the keeper of the public archives; whereupon Antonio Alvarez was sworn as a witness and testified in relation to the said survey, as by his testimony appears, and the said objections by the United States counsel were overruled, and the said evidence admitted, subject to the opinion of the court. The claimants' counsel then offered in evidence the memorial of and grant to Robert McHardy, for 16,000 acres of land, dated 8th November, 1814, to the admission of which in evidence, the counsel for the United States objected, for the same reasons as in the grant to Segui, and the court admitted the evidence as stated in that case. The counsel for the said claimants then offered the order of survey for the land contained in said grant, dated 7th February, 1815, and the certificate and plat of survey of said land made by Andrew Burgevin, and dated 10th May, 1819, to the admission of which in evidence, the counsel for the United States objected, alleging that the said survey was made by a private surveyor, without any authority; that it does not appear to have come from the office of the keeper of the public archives, and that the said survey is made by a person other than that named in the said order of survey; and Antonio Alvarez was examined in relation to the said survey, and testified, as by his testimony appears, and the said evidence was admitted by the court, subject to the opinion of the court on said objections. The claimants' counsel then offered in evidence the memorial of and grant to Henry Younge, dated 15th February, 1816, and the certificate and plat of survey of the same, dated 15th June, 1816, which were objected to as not proper rebutting proof, and as not going to prove usage as far back as the date of the grant in this cause, which objections were overruled by the court, and the said evidence admitted, subject to the opinion of the court. The claimants' counsel then offered in evidence the memorial of and grant to Zeph. Kingsley, for 16,000 acres, dated 2d December, 1816, and three certificates and plats of survey of the land so granted, dated 27th March, 1818, 2d of April, 1818,

and the 8th of February, 1821, to the admission of which in evidence the counsel for the United States objected, alleging that the same is not proper rebutting proof and as not going to prove usage as far back as the date of the grant in this case, and because the said surveys bear date after the 24th of January, 1818, which objections were overruled by the court and the said evidence admitted, subject to the opinion of the court. The claimants' counsel then offered and read in evidence the memorial of and grant to James Darley, for 23,040 acres, dated 10th of November, 1817, together with a certificate and plat of survey of the same, dated 21st December, 1817, to the admission of which in evidence the counsel for the United States objected, because the same is not proper rebutting proof, and because it does not show a usage as far back as the date of the grant in this cause, and the said objections were overruled by the court, and the said evidence admitted, subject to the opinion of the court. The claimants' counsel then offered in evidence the memorial of and grant to John Breward, for 16,000 acres, dated 24th August, 1816, and four certificates and plats of survey of the land so granted, dated 27th May, 1817, 19th of April, 1820, 28th of August, 1819, and 10th of October, 1819; also memorial of and grant to John Low, for 16,000 acres of land, dated 6th of April, 1816, and two certificates and plats of survey, dated 23d December, 1819, and 7th of February, 1820, to the admission in evidence of the said documents, the counsel for the United States objected, alleging that the same are not proper rebutting evidence, and do not show a usage as far back as the date of the grant in this case, and because all the said surveys except the one first named, bear date after the 24th of January, 1818, which objections were overruled by the court, and the said evidence admitted, subject to the opinion of the court on said objections. The claimants' counsel then offered in evidence the memorial of and grant to George I. F. Clarke, for 16,000 acres of land, dated April 3d, 1816, and three certificates and plats of survey of said land, dated 24th February, 1819, 10th of March, 1819, and the 12th of March, 1819, to the admission of which in evidence the counsel for the United States objected, alleging that the same is not proper rebutting evidence, that it does not show a usage as far back as the date of the grant, and that said surverys bear date after the 24th of January, 1818, which objections were overruled by the court, and the said evidence admitted, subject to the opinion of the court on said objections; from all which decisions of the said court admitting said evidence, the counsel for the United States excepted. The claimants' counsel then offered in evidence Senate document No. 196, of the 2d Session of the 25th Congress, for the purpose of showing the grant in the Spanish language, to the Baron de Basthrop, and the plat and certificate of survey contained therein, to the admission of which in evidence, the counsel for the United States objected, and the objection was sustained by the court. To which decision of the court the counsel for the claimants excepted; claimants' counsel also offered the translation of the said grant found in the Land laws at page 951.

Antonio Alvarez was on this day examined as a witness, and his testimony taken, and the court not having time to proceed further in the hearing of this cause, the further hearing thereof was postponed till to-morrow morning.

Grant to Miranda.

Testimony and evidence offered in this cause at the hearing thereof, and now of file therein; numbered from one to nineteen inclusive, to wit:

No. 1.

Offered and read on behalf of claimants.

Sor. Gobor.:

Don Pedro Miranda segundo Practico de la Lancha de la Bana de este Puerto, con el mas profundo respeto a vs expone: que tiene el honor de servir a S. M. [que Dios quedios guarde] disde el ano de 1788 que se empleo de Bogador de dicha Lancha en cuyo exercicio se ocupo hasta que por sus acreditados meritos y pericia se le abilito con el actual empleo. A mayor abundamiento a V. S. le es bien constante la veracidad de su buen manejo, fidelidad y amor al servicio de S. M. acreditado en diversas expediciones qe. por dispocision de este gobierno hizo el exponente en el ano de 1795, por las Riveras de esta Provincia quando se hallaba talada por los Rebeldes; y como por tan notables servicios y otros posteriormente hechos a la satisfaccion de V. S. no hubiese sido el deponente recompensado en manera alguna, siendo asi que se halla bastante pobre y necesitado sin mas esperanza que el amparo de V. S. por tanto.

A. V. S. suplica se sirva, en remuneracion de quanto deja expresado, y en vista de su actual exausta situacion, concederle en absoluta propiedad ocho leguas en quadro en las tienas realengas que se encuentren en las aguas de las Bahias de Hilsborough y Tampa en esta Provincia en virtud de Rs. ordenes sobre mercedar tenenos gratis a los vasallos Espanoles:

Gracia que espera alcanzar de la recta justificacion de V. S. San Agustin de la Florida, 19de Novre, de 1810.

Signed, PEDRO MIRANDA.

San Agustin, de la Florida,
26 *de Nove, de* 1810.

Siendo Notorio y constante a este gobierno los meritos y servicios que alega esta parte, se le concede en los terminos que solicita la cantidad de teneno en los puntos que indica, sin perjuicio de tercero; y para acreditar esta merced en todo tiempo despachesele por Secreta. Copa. certificada de esta de esta insta. para su resgd.

Signed, WHITE.

I, Antonio Alverez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, Territory of Florida, this twenty-third day of October, A. D. one thousand eight hundred and thirty-eight.

[L. S.]

ANTONIO ALVAREZ, *K. P. A.*

Translation by Fontane.

TRANSLATION.

To his Excellency the GOVERNOR:

Don Pedro Miranda, second pilot of the launch of the bar of this port, with the most profound respect to your excellency sets forth; that he has the honor of serving his Catholic majesty [whom God preserve] since the year 1788, when he was employed as oarsman in said launch, in which capacity he continued to serve, until, by his distinguished merits and skill, he was appointed to his present employment; moreover, your excellency is well aware of his good management, fidelity, and love to the service of his majesty, verified in divers expeditions, that under the order of this government the exponent made in the year 1795, on the rivers of this province when it was ravaged by the rebels, and since such notorious services and others afterwards rendered to the satisfaction of your excellency; the deponent hath never been compensated in any way, and finding himself quite poor and necessitous without other hope than the protection of your excellency.

Wherefore, he prays your excellency to be pleased, in recompense of what he has expressed, and in view of his actually empoverished state [en virtud de su actual exausta situacion] to grant him in absolute fee eight leagues square, on the royal lands which are found lying on the waters of the bays of Hillsborough and Tampa, in this province, by virtue of the royal orders upon granting lands gratis to Spanish subjects; a favor which he hopes to obtain from the justice of your excellency. St. Augustine, Florida, 19th November, 1810.

Signed, PEDRO MIRANDA.

Decree.

ST. AUGUSTINE, FLORIDA,
26th November, 1810.

The merits and services which this petitioner sets forth, being notorious and well known to this government, let there be granted to him on the terms he solicits, the quantity of land at the points referred to, without injury to a third person; and to prove this grant at all times, let a certified copy hereof be issued from the secretary's office for his security.

Signed, WHITE.

I certify, that the foregoing is a correct translation of the annexed document, written in the Spanish language. St. Augustine, July 11th, 1840.

JOHN M. FONTAINE, *Translator.*

No. 2.

Deposition of N. P. Trist.

Offered and read on behalf of United States.

TERRITORY OF FLORIDA:

In the name and by the authority of the United States of America, to William B. Randolph, William D. Nutt, and Henry Jackson, greeting:

Whereas a certain claim to land is now depending in the superior court for the eastern district of Florida, in which said claim Pedro Miranda and others are claimants, and the United States of America defendants; and it being necessary to the investigation of said cause to have the testimony of Nicholas P. Trist; the said William B. Randolph, William D. Nutt, and Henry Jackson, having been named by the said defendants as commissioners to examine said witness on certain interrogatories.

Know ye, that confiding in your prudence, ability, and integrity, you are by these presents appointed, and full power and authority are hereby given to you, or any two of you, diligently to examine the aforesaid witness upon certain interrogatories to be exhibited to you or any two of you, as well on the part of the said claimant, as on the part of the said defendants, or of either party in said cause; and therefore you, or any two of you, are authorized and requested on a certain day, or on certain days, and at a certain place, or at certain places, to cause the said witness to come before you, or any two of you, and then and there to examine him on said interogatories, on his corporal oath or solemn affirmation, first taken before you, or any two of you, and to take such, his examination, and reduce it to writing on paper, and when you shall have so taken it, to sign the same with your name and enclose and seal the whole together, conformably to the instructions hereunto subjoined.

And you or any two of you, are hereby further requested that before you act in or be present at the swearing or solemn affirming, and the examining of any of the said witnesses, you do make oath or solemn affirmation that, according to the best of your knowledge you will truly, faithfully, and without partiality to any or either of the parties in said cause, take the examination and deposition of every witness produced and examined by virtue of this commission, upon the interrogatories hereunto annexed and produced to you, and that you will not publish or make known to any

person whosoever, except the clerk or clerks, who may by you be employed and sworn to secresy in the execution of this commission, the contents of the deposition of the witness to be taken by you in this commission named, until publication shall pass by rule or order of the said superior court.

Witness the honorable Isaac H. Bronson, judge of our superior court for the district of East Florida, this ninth day of June, A. D. 1840.

[L. S.]

K. B. GIBBS, *Clerk.*

Instructions.

When the testimony is taken, the commissioners, or any two of them, are requested to sign their names at the bottom of each sheet of the depositions, and the whole, after fixing and sealing the several sheets together, then to enclose the whole, examination, commission and all, in an envelope, sealed up, with your names written on the outside across the seals, and to endorse the packet on the corner thereof with the names of the parties; and to direct the same to Kingsley B. Gibbs, clerk of the superior court, St. Augustine; and deliver it to him, or forward it, directed to him in such manner as the counsel may direct.

IN CHANCERY.

DISTRICT OF EAST FLORIDA,
Superior Court for St. John's and Musquito counties.

PEDRO MIRANDA and others
vs.
THE UNITED STATES. } Land claim.

Interrogatories to be propounded to Nicholas P. Trist, Esq., consul for the United States, residing at the city of Havanna, but supposed to be at present in the United States, a witness to be introduced on the part of the United States in the above entitled cause, and to be sworn and examined under a commission to be issued by the clerk of said court for that purpose.

First. Have you been residing, as consul for the United States of America, at the city of Havana, in the Island of Cuba, for many years past or not? If you have, please state how many?

Second. Are you well acquainted and familiar with both the Spanish and English languages or not?

Third. What part of speech is the word "quadro" in the Spanish language, and what is its meaning?

Fourth. What part of speech do the words "en quadro" constitute, and what is their meaning in the Spanish language? Please render it in English.

Fifth. What is the meaning of the Spanish words "ocho leguas?"

Sixth. How would you translate "ocho leguas en quadro" into English?

Seventh. Where in the Spanish language is the proper place for the adjective? Is it before or after the noun? Is there any difference in this particular between the English and Spanish language?

Eighth. Is the adjective declinable in the Spanish language, or not?

Ninth. How would you express eight square leagues in the Spanish language? How would you express eight leagues square in the Spanish language?

Tenth. Is there any other matter or thing within your knowledge touching the meaning of the words "ocho leguas en quadro," or pertinent to the issue in said case, and material to be known, or not? If there is, please to state the same as fully and particularly as though you were specially interrogated thereunto.

THOS. DOUGLAS,
U. S. Attorney.

UNITED STATES OF AMERICA,
District of Columbia, County of Washington, to wit:

On the day of the date hereof, before me, Samuel Davidson King, a justice of the peace, and also a notary public, in and for the said country, duly appointed and commissioned according to law, personally appeared William B. Randolph, Wm. D. Nutt, and Henry Jackson, the commissioners named in the commission hereunto attached, and took the oath therein prescribed. Also, at the same time and place, personally appeared Nicholas P. Trist, the witness named in the said commission; who, being duly sworn, did declare that he would true answers make, to the best of his knowledge and belief, to the interrogatories thereunto attached. In testimony whereof the said persons have hereunto set their hands, and I have hereunto set my hand and affixed my official seal, as notary public as aforesaid, at the city of Washington, this 27th day of June, in the year of our Lord one thousand eight hundred and forty.

SAML. D. KING,
[L. S.] *Notary Public and Justice of the Peace.*

WM. B. RANDOLPH.
HENRY JACKSON.
WM. D. NUTT.
N. P. TRIST.

N. P. Trist, the witness named in the commission, of the age of forty years, being produced and sworn, doth depose as follows:

1. To the first interrogatory, he saith: I have been residing there continuously from November, 1836, till March, 1840; and before that, with occasional interruptions, from March, 1834.

2. To the second interrogatory, he saith: the English is my native tongue. The Spanish I am very far from being "well acquainted and familiar with." In my early boyhood, I acquired

a tolerable knowledge of it, which was almost entirely lost, through long disease, when I went to Havana. There, however, it has been to some extent recovered. I deem it sufficient, to place entire reliance on my ability, to ascertain [giving to the subject the requisite investigation] the precise meaning of any document in the Spanish language, or to know whether the meaning of any thing in English has been precisely rendered into Spanish.

3. To the third interrogatory, he saith: the word "quadro" [properly spelt cuadro] is a noun substantive; and means the same as cuadrodo; or, as the English noun substantive, square, to wit, a figure of four equal sides, at right angle to each other.

4. To the fourth interrogatory, he saith: "en quadro" [en cuadro] is an adverb, or, as defined by the dictionary of the Spanish Academy, an adverbial form of speech or combination of words. Its meaning, as there defined, is in the form of a square, or after the fashion of a square. Rendered into an equivalent English expression, the words "en cuadro" are, in a square.

5. To the fifth interrogatory, he saith: "ocho leguas" means eight leagues. Alone, the meaning conveyed by the words is indeterminate and incomplete. The presumption is, that they refer to length, and not to superficies; and mean eight leagues long. But this can be positively determined only by the context.

6. To the sixth interrogatory, he saith: "ocho leguas en quadro" can be translated in no other way than eight leagues in a square. Here the addition of the words en cuadro cure the indeterminateness of the first two; a square is a mathematical figure; and surface being what is comprised within a figure, it follows that the words in a square, impart definitiveness to the word league; shewing that superficial leagues, and not linear, is meant.

7. To the seventh interrogatory, he saith: generally the adjective is, in the Spanish language, placed after the substantive, instead of before it, as in English. The departures from this rule are, however, not infrequent.

8. To the eighth interrogatory, he saith: if the word "declinable," here, have reference to change of termination, to express cases, Spanish nouns, but substantive and adjective, are indiclinable. It agrees in both with the substantive.

9. To the ninth interrogatory, he saith: the expression "eight square leagues" has reference solely to superficies, whereof it expresses a certain amount, without regard to the figure wherein it may be contained. This naked idea of a certain amount of superficies, can, so far as I have been able to ascertain by study and enquiry, be properly expressed, in Spanish, only by the phrases ocho leguas planas, or ocho leguas superficiales, or ocho leguas de superficie. In French, liene cariee is the equivalent expression to our square league, and huit lienes cariees to eight square leagues. In this expression cariee is an adjective, the strict meaning of which, like that of our adjective square, has reference to geometrical figure, and means, in the shape of a square or four-sided

rectangular figure; but by usage, it has, in French, as in English, come to refer simply to surface, without regard to shape, and to mean the same thing as superficial. From the analogy between the French and the Spanish languages, in regard to the agreement of adjective with substantive, in gender and number, eight sqnare leagues might be translated ocho leguas cuadradas, were it not for the peculiar restriction of the word cuadrado, cuadrada, when used adjectively. It then, as appears from the Dictionary of the Spanish Academy, is confined to express, generally, the quality perfect, free from defect; and has no reference to either shape or surface. With regard to the phrase "eight leagues square," it is a peculiarity of the English idiom. I know, positively, that the French [with which I have been perfectly familiar from boyhood] has no equivalent phrase; and that to express the same idea a periphasis would be requisite. So far as I possess an acquaintance with the Spanish, or have had opportunities of enquiring into this particular point, [and these have been quite extensive and favorable,] the remark is equally true with regard to it. This being the case, to express the meaning conveyed by this idiom, the first step must be to analyse it, and ascertain distinctly and precisely what that meaning is. In English, when the adjective square is joined as a prefix to a substantive expressing an unit of linear measure, the two words thus united constitute a substantive signifying an unit of superficial measure. The same thing results in the French, when the same adjective cariee is joined as an affix to the same substantive. And the same thing would result in the Spanish, but for the peculiarity of that language, which, [although cuadrado, as a substantive, means the same thing as our substantive square, and although it recognises cuadrado as an adjective also, just as we recognise the word square as an adjective,] prevents the use of this adjective in any other sense than "perfect, free from defect." In the English, again, the union of the same word square, as an affix, with a substantive expressing an unit of linear measure, becomes expressive of a totally different idea. It no longer has any direct reference to superficies, but solely to geometrical figure and dimension. It means a square, with sides of the length, indicated by the unit of linear measure. The superficial contents, embraced within it, are a necessary consequence of the figure and its dimensions; but those contents are not directly meant or intended by the expression. This, therefore, is the idea to be expressed by periphrasis, in rendering the idiomatic phrase from the language to which it belongs into another that does not possess it. To translate eight leagues square into French or Spanish, it would be requisite to turn the periphrasis, a square with sides eight leagues long, into those languages, and say, in French, un cariee dout le cote a huit lienes de lonq, or some equivalent eliptical phrase; in Spanish, un cuadro cuyos lados tienen ocho leguas de largo, or, un cuadrado cuyos lados, &c.

10. To the tenth interrogatory, he saith: "Ocho leguas en

cuacho," means literally, "eight leagues in a square." So far as I know, or have been able to ascertain, it is a barbarism which no Spaniard, conversant with his language, would use. The only question which its meaning can present is, whether the word leguas is used as an unit of superficies, or as an unit of linear measure. Taken by themselves, the nature of the subject—the nature, that is to say, of mathematical figure, and of the contents of figure —would, as has already been stated in my reply to the sixth interrogatory, indicate that the leagues are in a square, can be no other than superficial leagues. If this view of the subject be waived, the question as to what leagues are intended must remain altogether doubtful, unless settled by the context, of which the expression may form a part. It seems here to be taken from the document annexed, which is a prayer for a grant of land. Now, a land grant can only be of a particular tract, designated by metes and bounds, or of a particular quantity. A quantity of land or of surface, although it may be expressed by means of a figure, and the dimensions of that figure, [for instance a circle of a mile radius, or a square of two leagues to the side,] is not usually expressed in that mode. All over the world, quantities of land are expressed by means of some unit of superficies. Consequently, if in a land grant we meet, in the designation of the thing granted, a word that is significant of both a linear unit and a unit of surface, there exists a strong presumption that it has been used in the latter sense. Suppose the word "mile," besides it present linear meaning, to be in common use, to express a square or superficial mile; and suppose the quantity of land referred to in a grant to be expressed by the words "ten miles." Miles here, might possibly mean linear miles; but the presumption would be, that the was used as an unit of surface, and not of length. Now, in the Island of Cuba, [whereof East Florida was long, if not always, whilst a possession of Spain, a dependency,] it so happens that lagua [league] is in familiar use as an unit of surface. Una legua de tierra, [a league of land,] is as readily understood there as quarter section is in our western country. It means the quadrant or fourth part of a land unit, known there by the name of corral. On referring to the semi-official, and very able work of Don Ramon de la Sayra, [History, politico-economical and statistical of the Island of Cuba,] it will be seen that the largest tract into which the crown lands have been divided and granted there, is called a hato, and the next largest, a corral. A hato means a circle of two leagues radius, and a corral, a circle of one league radius. In subdividing these large surveys, their division into halves and quarters was a very natural process; and, inasmuch as the corral contained about four superficial leagues, and the hato about sixteen, the quadrant of a corral came to be called a league of land, and the half, two leagues of land, &c. Hence, in Cuba, the word league, used to designate the quantity of land, would be understood to refer to the superficies; two leagues of land would be understood to mean a semi-circle of a corral, or

the half quadrant of a hato. If the words en cuadro were added to the word leagues, they would convey the idea that the number of leagues expressed, instead of being approximative leagues contained in a segment of circle, were to be exact leagues contained in a square or rectangular survey. It may be added, that the view here taken is corroborated by the definitions of the verb "cuadrar" in the Spanish dictionary of the academy. In the first place, what may be termed its physical meaning, is "formar en cuadro alguna cosa," to form any thing into a square. This implies some physical object to be formed or shaped into a square. The arithmetical meaning is "multiplicar al numero por si mismo," to multiply a number by itself. Its geometrical meaning [the sense in which it is proper to figures, surfaces, and surveying,] is "reducir, cualquier, figura a un cuadro o al valor suyo," to reduce any figure (a semicircle or quadrant, for instance) to a square, or to its value; in other words, to express its superficial contents in some rectangular unit of surface. Agreeably to this sense, to square (cuadrar) eight leagues, or to put them in a square, (en cuadro,) would imply that they were primarily considered as being included in some non-rectangular figure. So far as I understand the language, or have been able to ascertain "ocho leguas en cuadro," is, as I have before stated, a barbarism. The words are Spanish, but the phrase is certainly not one which a Spaniard would use to express merely a certain quantity of land. If he meant eight square leagues, he would say ocho leguas planas; if he meant the quantity of land contained in eight leagues square, he would say sesenta y cuatro leguas planas. If I found the expression in a document framed under circumstances justifying the suspicion, I should deem it to be the result of a purpose to put our phrase, eight leagues square, into Spanish words, in such way that, whilst they would not convey to a Spanish reader any idea except that of eight superficial leagues, they would be almost sure to be retranslated into English by the phrase from which it was copied.

I annex a translation of the grant attached to these papers, which translation, made by myself, is, to the best of my knowledge and belief, a true and exact version of the original.

N. P. TRIST.

Subscribed and sworn to, this 27th day of June, 1840, before
WM. B. RANDOLPH,
WM. D. NUTT.

Grant to Miranda.

Documents annexed to the foregoing deposition.

Sor. Gobor.:

Don Pedro Miranda, Segundo Practico de la Lancha de la Bana de este Puerto con el mas profundo respeto a V. S. expone: que

tiene el honor de servir a S. M. [que dios guarde] desde el ano de 1788, que se empleo de Bogador de dicha Lancha en cuyo exercicio se ocupo hasta que por sus acreditados meritos y pericia se le abilito con el actual empleo. A mayor abundamiento a V. S. le es bien constante la veracidad de su buen manejo, fidelidad y amor al servicio de S. M. acreditado en diversas expediciones qe. por dispocision de este gobierno hizo el exponente en el ano de 1795, por las Riveras de esta provincia quando se hallaba talada por los rebeldes; y como por tam notables servicios y otros posteriovmente hechos a la satisfaccion de V. S. no hubiese sido el deponente recompensado en manera alguna, siendo asi que se halla bastante pobre y necesitado sin mas esperanza quel el amparo de V. S. por tanto.

A. V. S. suplica se sirva, en remuneracion de quanto deja expresado, y en vista de su actual exausta situacion, concederle en absoluta propiedad ocho leguas en quadro en las tienas realengos que se en encuentren en las aguas de las Bahias de Hilsborough y Tampa en esta provincia en virtud de Rs. ordenes sobre mercedar terenos gratis a los vasall espanoles:

Gracia que espera alcanzar de la recta justificacion de V. SS. San Agustin, de la Florida, 19 de Novre, de 1810.

Signed PEDRO MIRANDA.

SAN AUGUSTIN, FLORIDA,
26 *de Novre de* 1810.

Siendo notorio y constante a este gobierno los meritos y servicios que alega esta parte, se le concrele en los terminos que solicita la contidad de terreno en los puntos que indica, sin perjuicio de tercero; y para acreditar esta merced en todo tiempo despachesele por secreta. copa. certificada de esta insta. para su resgd.

Signed, WHITE.

I, Atonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, Territory of Florida, this 28th day of June, A. D. 1839.

[L. S.]

ANTONIO ALVAREZ, *K. P. A.*

Translation by Trist.

GOVERNOR:

Don Pedro Miranda, second pilot of the launch, [pilot boat] of the bar of this port, with the profoundest respect sets forth to your lordship; that he has the honor to serve his Catholic majesty [whom God preserve] since the year 1788, when he was employed as oarsman of said launch, in which vocation he remained, until for his established merit and skill, his present office was conferred

upon him. To your lordship is well known the truth of his good conduct, fidelity, and attachment to his majesty's service, proved on divers expeditions, which, by order of this government, were made by your memorialist in the year 1795, along the rivers of this province, when it was desolated by rebels; and as for such notable services and others subsequently rendered to your lordship's satisfaction, your memorialist has not been rewarded in any way, so that he is now poor and necessitous enough, without any other hope than your lordship's protection. He prays, that your lordship may please, in remuneration for what is above expressed, and in view of his present [exausta, no such word in Spanish,] exhausted or destitute situation, to grant him in absolute ownership, eight leagues in a square within the royal demesne [or crown lands] lying on the waters of Hillsborough and Tampa bays, in virtue of royal orders upon the granting of lands gratis to the vassals of Spain; a grace which he hopes to obtain of your lordship's equity. San Augustin, de la Florida, 19th of November, 1810.

Signed PEDRO MIRANDA.

SAN AUGUSTIN, DE LA FLORIDA,
26th November, 1810.

The merits and services alleged by this party being notorious and well known to this government, there is granted to him, in the same terms as he solicits, the quantity of land, at the points indicated by him, without prejudice to third parties; and in proof of this grant in all time, let there be issued from the secretary's office, a certified copy of this memorial for his security.

Signed WHITE.

Translated by N. P. TRIST,
Washington, June 26, 1840.

No. 3.

Grant to Miranda.

Offered and read on behalf of United States.

Sor. GOBOR.:

Don Pedro Miranda, segundo Practico de la Lancha de la Bana de este Puerto, con el mas profundo respeto a V. S. expone: que tiene el honor de servir a S. M. C. [que Dios guarde] desde al ano de 1788, que se empleo de Bogador de dicha Lancha en cuyo exercicio se ocupo hasta que por sus acreditados meritos y pericia se le abilito con el actual empleo. A mayor abundamiento A. V. S. le es bien constante la veracidad de su buen manejo, fidelidad y amor al servicio de S. M. acreditado en diversas expeditiones qe. por dispocision de este gobierno hizo el exponente en el ano de 1795, por las riveras de esta provincia quando se hallaba talada por

los rebeldes; y como por ban notables servicios y otros posteriormente hechos a la satisfaccion de V. S. no hubiese sido el deponente recompensad en manera alguna, siendo asi que se halla bastante pobre y necesitado sin mas esperanza que el amparo de V. S. por tanto.

A. V. S. suplica se sirva en remuneracion de quanto deja expresado, y en vista de su actual exausta situacion, concederle en absoluta propiedad ocho leguas en quadro en las tienas realengas que se encuentren en las aguas de las Bahias de Hilsborough y Tampa en esta Provincia en virtud de Rs. ordenes sobre mercedar tenenos gratis a los vasallos Espanoles:

Gracia que espera alcanzar de la recta justificacion de V. S. San Agustin, de la Florida, 19 de Novre, de 1810.

Signed PEDRO MIRANDA.

San Agustin de la Florida,
26 *de Nove.*, *de* 1810.

Siendo notorio y constante a este gobierno los meritos y servicios que alega esta pante, se la concede en los terminos que solicita la contidad de teneno en los puntos que indica, sin perjuicio de tercero; y para acreditar esta merced en todo tiempo despachesele por Secreta. Copa. certificada de esta insta. para su resgd.

Signed WHITE.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augus-
[L. S.] tine, Territory of Florida, this fourth day of October, A. D. one thousand eight hundred and thirty.

ANTONIO ALVAREZ, *K. of the P. A.*

Translation by Fontane.

TRANSLATION.

To His Excellency the Governor:

Don Pedro Miranda, second pilot of the launch of the bar of this port, with the most profound respect to your excellency sets forth: That he has the honor of serving his Catholic majesty [whom God preserve] since the year 1788, when he was employed as oarsman in said launch, in which capacity he continued to serve, until, by his distinguished merits and skill, he was appointed to his present employment. Moreover, your excellency is well aware of his good management, fidelity and love to the service of his majesty, verified in divers expeditions that under the order of this government the exponent made in the year 1795, on the rivers of this province, when it was ravaged by the rebels, and since such notorious services, and others afterwards rendered to the satisfaction of your ex-

cellency, the deponent hath never been compensated in any way, and finding himself quite poor and necessitous, without other hope than the protection of your excellency: Wherefore, he prays your excellency to be pleased, in recompense of what he has expressed, and in view of his actually impoverished state, [en virtud de su actual exausta situacion] to grant him in absolute fee a square of eight leagues [or eight leagues in a square] on the royal lands which are found lying on the waters of the bays of Hillsborough and Tampa, in this province, by virtue of the royal orders upon granting lands gratis to Spanish subjects; a favor which he hopes to obtain from the justice of your excellency. Saint Augustine, Florida, 19th November, 1810.

Signed PEDRO MIRANDA.

Decree.

ST. AUGUSTINE, FLORIDA, 26*th November*, 1810.

The merits and services which this petitioner sets forth being notorious and well known to this government, let there be granted to him, on the terms he solicits, the quantity of land at the points referred to, without injury to a third person; and to prove this grant at all times, let a certified copy hereof be issued from the secretary's office for his security.

Signed, WHITE.

I certify the foregoing to be a correct translation of the annexed document, written in the Spanish language. St. Augustine, 16th August, 1839.

JOHN M. FONTANE, *Translator.*

No. 4.

Deposition of Pouble, Lobo and Oliva.

Offered and read on behalf of the United States.

TERRITORY OF FLORIDA.

In the name and by the authority of the United States of America, to Nicholas P. Trist, Consul of United States, at Havana; Jean Baptiste Sazerac, manufacturer of segars in said city; Onumel H. Throop, engraver of same place; and Don Antonio Alvarez, merchant of same place, Esquires, greeting:

Whereas, a certain claim to land is now depending in the superior court for the eastern district of Florida, in which said claim Pedro Miranda and others are claimants, and the United States of America defendant; and it being necessary to the investigation of said cause to have the testimony of Don Juan Cerilo Pouble, Don Juan Lobo, Don Jose Maria de Oliva y Palma, and Don Augustin Pouble, the said Nicholas Trist, Jean Baptiste Sazerac, Anumel H.

Throop; and Antonio Alvarez having been named by the said defendant as commissioner to examine said witness on certain interrogatories.

Know ye, that confiding in your prudence, ability and integrity, you are, by these presents appointed, and full power and authority are hereby given to you, or any two of you, diligently to examine the aforesaid witnesses upon certain interrogatories to be exhibited to you, or any two of you, as well on the part of the said claimants as on the part of the said defendant, or either party in said cause; and therefore you, or any two of you are authorized and requested on a certain day, or on certain days, and at a certain place, or at certain places, to cause the said witness to come before you, or any two of you, and then and there to examine each of them apart on the said interrogatories on their corporal oaths or solemn affirmations, first taken before you or any two of you, and to take such their examinations and reduce them to writing on paper, and when you shall have so taken them, to sign the same with your name, and enclose and seal the whole together, conformably to the instructions hereunto subscribed.

And you, or any two of you, are hereby further requested, that before you act in or be present at the swearing or solemn affirming and the examining of any of said witnesses, you do make oath or solemn affirmation that, according to the best of your knowledge you will truly, faithfully, and without partiality to any or either of the parties in said cause, take the examination and deposition of every witness produced and examined by virtue of this commission, upon the interrogatories hereunto annexed and produced to you, and that you will not publish or make known to any person whosoever, except the clerk or clerks who may by you be employed and sworn to secresy in the execution of this commission, the contents of any of the deposition of the witness to be taken by you in this commission named, until publication shall pass by rule or order of said superior court.

Witness the honorable Robert Raymond Reid, judge of our
[L. S.] superior court for the district of East Florida, this fifth day of September, A. D. 1838.

K. B. GIBBS, *Clerk.*

Instructions.

When the testimony is taken, the commissioners, or any two of them, are requested to sign their names at the bottom of each sheet of the depositions, and of the whole after fixing and sealing the several sheets together, then to enclose the whole, examination, commission and all, in an envelope sealed up, with your names written on the outside, across the seal, and to endorse the packet on the corner thereof, with the names of the parties, and to direct the same to Kingsley B. Gibbs, clerk of said court, at St. Augus-

tine, and to deliver it to him, or forward it directed to him in such manner as the counsel may direct.

Additional Instructions to Commissioners.

When the testimony shall have been taken, enclosed, endorsed, and directed agreeably to the foregoing instructions; please send it immediately by some safe and careful person directed to this city, if any such person can be found who shall be coming here, and who will undertake to deliver it to the clerk of our court in this city; if not, and a mail is made up at Havana for any place in the United States, the package should be deposited in the post office of your city, by one of the commissioners, (directed as per instructions,) and such commissioner should get the postmaster, or one of his deputies to endorse upon it: "received from (here insert the name) one of the commissioners to be forwarded by due course of mail," and pay the postage (if any there shall be) from Havana to the United States; if neither of these modes offer, then place the package in the hands of some discreet intelligent person, who may be coming immediately to the United States, and request him to deposit it in the post office at the place at which he may first arrive in the United States, or deliver it to the solicitor of the treasury at the city of Washington; the commissioner should, in this case, endorse on the package the name of the person to whom he shall deliver it; and let him, when he delivers it, certify thereon that it was not opened while in his possession, or under his control, and obtain a certificate of the postmaster or his deputy, or the said solicitor (as the case may be) to be endorsed thereon, that he received it from said person, naming him. If the commissioners cannot find a person coming to the United States, who will undertake this, it must then be left to their discretion to send the package in that way, which they may believe will be most likely to ensure its safe and speedy arrival, without being opened or altered.

In the certificate of the commissioners of the due execution of the commission, they should state or shew their calling or profession, (that being stated in the commission) respectively. And if an interpreter should be necessary, he should be sworn, and it should be so stated in the certificate.

City of St. Augustine, East Florida, Sept. 6, 1838.

THOS. DOUGLAS,
United States Attorney, &c.

DISTRICT OF EAST FLORIDA,
Superior Court, St. John's County.

THE UNITED STATES OF AMERICA *ads.* PEDRO MIRANDA and others. } In Chancery. Claim for 368,640 acres of land.

Interrogatories to be propounded to Don Cerilo Pouble, Don Juan Lobo, Don Jose Maria de Oliva y Palma, and Don Augustin Pouble,

of the city of Havana, in the Island of Cuba, witnesses to be produced, sworn, and examined on behalf of the said United States in the above entitled cause.

First interrogatory. Please to state your age, profession, and where you reside, and if you now hold or have held any public office or offices? Please to state what office or offices you now hold or have so held; how long you have held each of them, and by whom you were appointed thereto?

Second. Are you a public surveyor of the Island of Cuba or not? If you are, please to state how long you have been so. Are you a special surveyor of the royal hacienda or not? If you are, please to state by whom you were appointed to that office, and how long you have held it.

Third. Are you familiar with the technical terms used by surveyors in surveying lands in the Island of Cuba or not?

Fourth. In making grants or conveyances of land in the Island of Cuba, what are the various expressions in use for describing the quantity of land granted?

Fifth. Grants of land having been made, what are the various geometrical figures which it is customary to give to said grants when they are laid off or surveyed?

Sixth. What are the established expressions used for designating those several geometrical figures?

Seventh. What is the exact meaning of the words "en cuadro" when used in a grant? For example; how would you lay off a grant of four leagues "en cuadro?"

Eighth. How would you lay off a grant of four leagues "en cuadras"?

Ninth. In order to express a square, each of the sides of which should be four leagues long, what expression would you use? Would you say four leagues "en cuadro," or sixteen leagues "en cuadro"?

Tenth. Would you say four leagues cuadradas or sixteen leagues cuadradas?

Eleventh. A cada viento. What is the meaning of this expression? Does it mean that a point is taken as a center, and that the length indicated (whatever this may be) is measured off in the four directions, north, south, east and west, or not? For example; two leagues "a cada viento," does this mean that from a given point taken as a center, two leagues are to be measured off in the four directions, north, south, east and west?

Twelfth. Does the expression "a cada viento" apply to square figures, as well as to circular figures or not? For example; how would a grant of one league "a cada viento" or of two leagues "a cada viento" be laid off or measured, if the circular form were not permitted to be used?

Thirteenth. Lagues cuadradas. What is the meaning of this expression? Does it refer to the plane superficies of land comprised in the grant, or to the line which forms the sides of the figure?

Fourteenth. For example, "sixteen leagues cuadradas." To survey this quantity of land would you lay off or measure a perfect square, giving to each of its sides four leagues of length, or would you lay off a square having each side sixteen leagues long?

Fifteenth. For another example, eight leagues cuadradas. To survey this quantity would you form a rectangular figure having one of its sides four leagues long, and the other two leagues long, so that it would contain a plane superficies of eight leagues? or would you lay off a square having sides eight leagues long, or otherwise? Please state fully.

Sixteenth. So many leagues "en cuadro." What is the meaning of this expression? Is it the same, or is it different, from that of leagues "cuadradas?" If it is different, please to state wherein. Does it have reference to the plane superficies, or to the line which bounds the figure?

Seventeenth. For example, sixteen leagues "en cuadro." To survey this quantity would you lay off two leagues "a cada viento" so as to form a perfect square having sides of four leagues in length each, and containing sixteen leagues of plane superficies, or would you form a square of sixteen leagues to each side, and containing two hundred and fifty-six leagues of plane superficies or otherwise? Please state fully.

Eighteenth. For another example, eight leagues "en cuadro." To survey this quantity would you form a rectangular figure of four leagues long in one direction, and two leagues in the other direction, so as to contain eight leagues of plane superficies, or would you lay off a square having each side eight leagues long, and containing sixty-four leagues of plane superficies or otherwise? Please to state fully and particularly.

Nineteenth. Please to examine the document hereunto annexed, marked (A,) purporting to be a copy of a grant of lands to Don Pedro Miranda, and note particularly its phraseology and the technical terms used therein.

Twentieth. Were you called upon to survey the land thereby purporting to have been granted, what quantity would you survey, what would be the shape, and what the length and breadth of your survey? Please state the number of acres it would contain.

Twenty-first. Would or would not the custom and usages which prevail in said island, relative to the surveying of lands, authorize or justify the surveying of any more land than you have mentioned in your answer to the twentieth interrogatory, under such a grant as the one pretended to have been made to Don Pedro Miranda, by the document, a copy of which is annexed; and would said customs and usages authorize or justify a survey of any different shape or not? If different, please state wherein.

Twenty-second. Do you know, or can you set forth, any other matter or thing which may be of benefit or advantage to the parties at issue in this cause, or either of them, or that may be material to the subject of this our examination, or to the matter in question in

this cause? If yea, set forth the same as fully and particularly as though you were now thereunto specially interrogated.

THOS. DOUGLAS, *U. S. Att'y.*

AUGUST 26, 1838.

I have no interrogatories to put, and shall make no objection on the ground of a want of notice in regard to the naming the two additional commissioners, to wit, Onumel H. Throop and Antonio Alvarez; and I acknowledge to have received notice of an intended application for an order for a commission to issue, reserving any and all objections, if any there may be, to the regularity of the commission and the appointment of commissioners.

J. DRYSDALE,
Solicitor for Petitioners.

[Here follows a certified copy of the original grant in the Spanish language, as before set forth, and a translation of the foregoing interrogatories into the Spanish language.]

On Monday, the 26th day of November, A. D. 1838, Jean Baptiste Sazerac, manufacturer of cigars in the city of Havana, one of the commissioners named in the foregoing commission, was duly sworn in the form prescribed by said commission, by N. P. Trist, consul of the United States of America at Havana.

J. B. SAZERAC.

Subscribed and sworn to before

N. P. TRIST,
Consul of the U. S. of America.

On Monday the 26th day of November, A. D. 1838, Nicholas P. Trist, consul of the United States at Havana, one of the commissioners named in the foregoing commission, was duly sworn in the form prescribed by said commission, by John A. Smith, vice consul of the United States of America at Havana.

N. P. TRIST,
J. A. SMITH, *Vice Consul.*

Depositions of witnessess produced, sworn, and examined under this commission, between the 26th day of November, A. D. 1838, and the twelfth day of February, A. D. 1839, before us, N. P. Trist, and J. B. Sazerac, commissioners.

Don Augustin Pouble, one of the witnesses named being sworn, states, that he understands and speaks the English language without difficulty, but as all his experience of the subject in question has been connected with the idiom of the Spanish language, he would reply with greater facility, precision, and certainty of being right, in the latter language than in any other. The questions are accordingly put to him in Spanish, as contained in the annexed translation, and his answers, taken in the same.

[Here follows the answers of the witness in the Spanish language.]

Translation of the answers of the deponent first examined, Don Agustin Pouble.

1. To the first interrogatory he saith: Thirty-five years, public surveyor, residing in Havana; I have been employed during three years as assistant engineer in the topographic commission charged with making the general map of the Island. I was appointed by the Captain General Vives. At present I hold no other appointment than that of public surveyor; appointed by the most excellent Ayuntamiento, (town council.)

2. To the second interrogatory, witness saith: Yes, I am so, for nine years past. I am not special surveyor of the Royal Hacienda.

3. To the third interrogatory, witness saith: Yes, they are familiar to me.

4. To the fourth interrogatory, witness saith: The different expressions are, hatos, conales, leguas cuachadas, legua de conal, (which is the fourth part of a circle of one league radius,) cavallarias, and cordeles planos. In the urban settlements, (villages and towns,) solares is the only expression used.

5. To the fifth interrogatory, witness saith: When they are ancient grants, the figures given to them are always circular; and this is the only mode of laying off; for when the royal order arrived here, some years ago, to lay off lands in rectilinear tracts, there were no longer any lands left in the Island to grant.

6. To the sixth interrogatory, witness saith: The figures, as has been stated, are not different or various, since they are always circular. The expressions used for designating them, are, according to the quantity of land, either hato, or conal, or realengo; this last expression denotes the space comprehended between three or more of these circles.

7. To the seventh interrogatory, witness saith: "En cuadro," is not an expression used among surveyors. Among the country people, little versed in the proper terms of surveying, these words are often used to designate a number of superficial or plane leagues. I would lay it off, giving it four leagues of superficies; and I will remark, that I have never seen these words used except in some ancient documents, in which, as they are not proper terms of surveying, they were used for the same reason, that they are now used by the country people; and although in the whole Island, there is not, probably, a square or rectangular figure of four leagues of superficies, they used the words leagues, "en cuadro," to express square leagues or superficial leagues.

8. To the eighth interrogatory, witness saith: I would lay it off, giving it four leagues of superficies.

9. To the ninth interrogatory, witness saith: I would use neither the one or the other of these expressions, for the reason above stated.

10. To the tenth interrogatory, witness saith: I would say, sixteen leagues, cuadradas, and not four leagues, cuadradas.

11. To the eleventh interrogatory, witness saith: "A cada viento" is an expression not used among surveyors. The country people employ it to express a hato or conal, which has two or one leagues radius; and which, consequently, has two or one league, measured in the four directions mentioned, as also, in all the other points of the compass.

12. To the twelfth interrogatory, witness saith: It does not apply to other than circular figures. The expression would not be used in a grant, if it were not permitted to use the circular form.

13. To the thirteenth interrogatory, witness saith: It refers solely to the plane superficies, without having any reference to the sides of the figure. Every league, "cuadrada," consists of one hundred and thirty-three cavallerias, and three hundred and eleven plane cordeles.

14. To the fourteenth interrogatory, witness saith: To measure sixteen leagues, "cuadradas," I would measure sixteen leagues of superficies, giving to it the figure which the boundaries of the ground might allow, seeking always to give it the figure approaching the nearest possible to a square. It has already been stated that it has no reference to the length of the sides.

15. To the fifteenth interrogatory, witness saith: In order to lay off this quantity of land, I would measure eight superficial leagues, acting, as is explained in the answer before this.

16. To the sixteenth interrogatory, witness saith: To me, this expression has the same signification as so many leagues, "cuadradas." It has already been stated, that it is not a technical nor a correct expression. It is used by the country people, and then it has reference to the superficies, and not to the figure.

17. To the seventeenth interrogatory, witness saith: To lay off this quantity, I would not measure two leagues, "a cada viento," because this expression is applied only to circular figures; but I should lay off, in such manner as the boundaries of the land might allow, a figure that should contain sixteen leagues of plane superficies.

18. To the eighteenth interrogatory, witness saith: To lay off eight leagues, "en cuadro," I should form a rectangular figure of four leagues in length, in one direction, and of two leagues in the other; provided the boundaries of the ground allowed me to do so; at all events, I should lay off eight leagues of plane superficies, and not sixty-four.

19. To the nineteenth interrogatory, witness saith: I have made myself acquainted with the contents of the document, marked A; and have attended particularly to its style, and the technical terms used therein.

20. To the twentieth interrogatory, witness saith: The quantity which I should measure, would be eight leagues plane or of superficies. I would give it the most regular figure allowed by the boundaries of the ground; and the length and breadth of the survey

would depend upon this figure. The number of acres which it would contain, would be that corresponding to the said eight superficial leagues, which ought, each of them, to be of five thousand varas of Cuba, on each side, or five thousand varas of the kind used in Florida.

21. To the twenty-first interrogatory, witness saith: The usage and customs observed in this Island, would not authorize the laying off of a greater quantity of land, than that stated in the twentieth answer. With regard to the figure, that would always depend upon the boundaries of the ground, without, however, its ever being able to comprehend a greater superficies than the eight leagues plane.

22. To the twenty-second interrogatory, witness saith: I have stated all that it appears to me can be interesting in this matter.

AUGUSTIN POUBLE.

Havana. On the 26th day of November, in the year of our Lord one thousand eight hundred and thirty-eight, the aforesaid deponent was examined, and sworn to the foregoing deposition by him subscribed, before us,

N. P. TRIST,
J. R. SAZERAC,
Commissioners.

Don Juan Lobo, one of the witnesses named, being sworn, states, that he does not speak the English language nor understand it; the interrogatories are, therefore, put, and the answers taken in the Spanish.

[Here follows the answers of the witness in the Spanish language.]

Translation of the answers of Don Juan Lobo, the second witness examined.

1. To the first interrogatory, witness saith: Sixty one years. Piloto de Altura, (navigating mate or ship's officer) and public surveyor, residing in Havana. Yes, I hold that of public surveyor of the Royal Hacienda, ad interim, since the year twenty-nine. I was named public surveyor by the most excellent Ayuntamiento (town council) of this city, in the year twenty-five; and of the Royal Hacienda, ad interim, in the year twenty-nine, by the most excellent the intendente.

2. To the second interrogatory witness saith: Yes, I am. Since the year thirteen I was employed as first assistant of the topographic commission of the province of Cadiz, under the orders of Don Felipe Bauza, captain of ship of the line, and director of the hydrographic deposit of Madrid. Yes, I am, ad interim, from the date abovementioned, appointed by the most excellent the intendente.

3. To the third interrogatory, witness saith: Yes, sir; they are familiar to me.

4. To the fourth interrogatory, witness saith: Mercedes was the first term used in asking for an estate of hato or conal; the hato was considered a circle with a radius of two leagues, and the conal of one league. As it was impossible to run the line of the circle, the surveyors took the course of making a polygon of sixty-four sides; and afterwards the ayuntamiento agreed that it should be seventy-two, in order to avoid fractions in the angle of the centre. For towns and villages there is also in use the term solar, which, in Havana, has twenty-seven varas front by forty deep: these dimensions varying in other towns and villages of the island.

5. To the fifth interrogatory, witness saith: The geometrical figures are, for the hato or conal, regular polygons, as has already been stated; for the other tracts they are irregular polygons.

6. To the sixth interrogatory, witness saith: Those already stated.

7. To the seventh interrogatory, witness saith: The expression "en cuadro" is not technical, but is adopted by people ignorant of the art. I have not seen it used in any grant. In order to lay off four leagues "en cuadro" I should ask for more ample information in order to understand the intention of the person concerned. It is my opinion that those who use this expression mean four leagues of superficies; but it would be necessary to enquire of themselves. They do not know what they say, owing to their want of precise ideas on the subject.

8. To the eighth interrogatory, witness saith: To lay off four leagues "cuadradas," I should form a square of five thousand varas on each side, containing twenty-five thousand varas superficial, which are four leagues.

9. To the ninth interrogatory, witness saith: I should say sixteen leagues cuadradas, and not "en cuadro," for although they signify the same, it would not be professionally expressed.

10. To the tenth interrogatory, witness saith: I should say sixteen leagues cuadradas.

11. To the eleventh interrogatory, witness saith: It is to start from the centre of the estate towards any direction, whatever, without restricting oneself to any particular point of the compass. It means that you leave the centre of the hato, towards any point of the compass, the length of ten thousand varas or two leagues; and from the extremity of this line begin to run the periphery by means of tangents.

12. To the twelfth interrogatory, witness saith: This expression is not applied to any other than circular figures: for it implies a centre from which to draw the lines to each point of the compass. Agreeably to the sense in which the term is used it requires a centre; and consequently such a survey could not be made.

13. To the thirteenth interrogatory, witness saith: It has reference to the plane superficies alone, and not to the sides.

14. To the fourteenth interrogatory, witness saith: I would lay off a square, perfect or imperfect, or an irregular polygon, which should contain the sixteen leagues of superficies.

15. To the fifteenth interrogatory, witness saith: I would lay off any figure which should contain said superficies of eight leagues.

16. To the sixteenth interrogatory, witness saith: I have already explained that this term "en cuadro" is not proper: but when it is used by unprofessional people, it has reference to the superficies and not to the sides.

17. To the seventeenth interrogatory, witness saith: The expression "a cada viento" not being applied except to circular figures, I could not form a perfect square by laying off leagues "a cada viento:" but to lay off sixteen leagues "en cuadro," I would form a square, each of the sides of which should be four leagues long, or any other figure that should contain said superficies.

18. To the eighteenth interrogatory, witness saith: It is already answered in the preceding. I would form a polygon of any kind, which should contain eight leagues of superficies.

19. To the nineteenth interrogatory, witness saith: I have examined it.

20. To the twentieth interrogatory, witness saith: I should measure eight leagues of superficies, and it would be an absurdity to understand it in any other way. The figure of the survey would be according to the locality of the land. With regard to the "acres" that it would contain, I do not know the relation which the "acre" bears to the vara of this country. I know from the deceased surveyor, Captain Don Viente Sebastian Pintado, that, in Florida, in laying off lands, he used the vara of Bingos, which is less than that of this island.

21. To the twenty-first interrogatory, witness saith: They would not authorize the laying off of more than the eight leagues of superficies. With regard to the figure, it is answered, that it is subject to the locality of the vacant land.

22. To the twenty-second interrogatory, witness saith: I have nothing to add, but it seems to me well to observe that whenever the expression "leagues of land" is used, it is with reference to the superficies, and not to any thing else.

JUAN LOBO.

Havana. On the second day of February, in the year of our Lord, one thousand eight hundred and thirty-nine, the aforesaid deponent was examined, and sworn to the foregoing deposition, by him subscribed, before us,

N. P. TRIST,
J. B. SAZERAC,
Commissioners.

Don Juan Lobo, the witness examined on the second suit, being produced and sworn, states as follows:

[Here follows the statement in the Spanish language.]

Translation of the explanation given by Don Juan Lobo on the twelfth day of February, of one of the answers given by him on the

second day of February, having been requested to read again my answer to the eighth interrogatory, and say whether there is not an error contained therein, I according find that I committed that of giving to the side of the square the number of varas contained in one league, instead of that contained in two leagues. Said reply ought to read as follows: In order to lay off four leagues, "cuadradas," I should form a square of ten thousand varas to each side, containing one hundred thousand varas of superficies, which are four leagues. JUAN LOBO.

Havana. On this twelfth day of February, in the year of our Lord one thousand eight hundred and thirty-nine, the aforesaid deponent was examined and sworn to the foregoing deposition by him subscribed, before us. N. P. TRIST,
J. B. SAZERAC,
Commisssoners.

Don Jose Maria de Oliva, one of the witnesses named being sworn, states that he does not speak nor understand the English language; the interrogatories are therefore put, and the answer taken in the Spanish.

[Here follows the answers of the witness in the Spanish language.]

Translation of the answers of Don Jose Maria de Oliva, (y Palma,) the third witness examined.

1. To the first interrogatory, witness saith: Forty-six years public surveyor residing at Havana. In the first place, I am sub-lieutenant of light cavalry of the place, commissioned by the gobierno in the year twenty-nine, for the formation of the geographo-topographic map of the Island of Cuba, and public surveyor by the most excellent the ayuntamiento (town council) of this capitol, since the year one thousand eight hundred and fourteen.
2. To the second interrogatory, witness saith: Yes I am, since the year fourteen. I am not special surveyor of the royal hacienda.
3. To the third interrogatory, witness saith: Yes, they are familiar to me.
4. To the fourth interrogatory, witness saith: The expressions are, solares, cavallerias de tiena, conales, and hatos.
5. To the fifth interrogatory, witness saith: With regard to solares and cavallerias, they are entirely dependent upon the agreements between the parties, or upon the determination of the surveyor in making the sub-division of the hatos and conales; but with regard to these two last classes, the hato has a radius of ten thousand varas in a polygon of sixty-four or of seventy-two sides circumscribed to a circle; and in regard to the conal, it has a radius of five thousand varas, with the same conditions as the preceding.

6. To the sixth interrogatory, witness saith: It is answered in the preceding.

7. To the seventh interrogatory, witness saith: These words are unknown to me applied to hatos and conales, for it has already been stated in the fifth reply what are the dimensions; but in the minor figures of solares and cavallerias that expression "en cuadro" is known, and, in that case, it signifies that you give to the figure the same height as base. Four leagues, "en cuadro," might be laid off, but this is not the system of the island; I would lay them off by reducing them to plane cordeles, and their square root would be equal to the base and height in lineal cordeles.

8. To the eighth interrogatory, witness saith: In this island, as rectilinear figures are unknown, I would lay them off in a hato by two radii which should meet at right angle, which would be the fourth part of the sixteen leagues contained in the hato; and in the conal, its radius of five thousand varas would answer the purpose, forming upon it the proper polygon, and within the space the same four leagues would be comprehended; it being understood leagues of conal, which consist of one hundred and five cavallerias and ninety cordeles plane, and are the legal leagues known in the Island of Cuba; for, with regard to the plane or square league, this consists of one hundred and thirty-three cavallerias, and three hundred and ten cordeles plane, which are not used in the country, owing to their being inconsistent with the circular figures of the hatos and conales which were granted to the primitive settlers of the country.

9. To the ninth interrogatory, witness saith: I would say sixteen leagues "cuadradas," and not "en cuadro," in the same way as when one says a league cuadrada, it is understood one league on each side.

10. To the tenth interrogatory, witness saith: I should say, or reference is made to the ninth answer.

11. To the eleventh interrogatory, witness saith: It signifies that a point being taken for a centre, two diameters or four radii are run at right angles, the particular point of the compass being a matter of indifference. For example, in hatos it is a line two leagues long, and in conales of one, run in the way just stated.

12. To the twelfth interrogatory, witness saith: No; it is applied solely to circular figures, although it would not be improper to apply it also to solares and cavallerias; saying twenty-seven varas front and forty deep in the first, and eighteen cordeles to each point of the compass, or "en cuadro," in the second. If I were not permitted to use the circular figure, one league or two leagues would be run "a cada viento," forming a square which should have that same league or two leagues on each side.

13. To the thirteenth interrogatory, witness saith: It has reference to the plane superficies, and not to the figure, which may increase and diminish, at its base and heights, in ways innumerable.

14. To the fourteenth interrogatory, witness saith: In order to lay off sixteen leagues, "cuadradas," reference being had by me to the measures of the Island of Cuba, it would suffice to lay off a hato, as has been stated, or in the mode stated in preceding replies.

15. To the fifteenth interrogatory, witness saith: In order to lay off eight leagues, "cuadradas," as they are understood in the Island of Cuba, it would suffice to run a diameter to a hato, and this would divide it into two parts of eight leagues each.

16. To the sixteenth interrogatory, witness saith: Leagues, "en cuadro," it has already been stated that they are not known in the Island of Cuba, nor are leagues, "cuadradas," except in the sense that each of them consists of one hundred and five cavallerias, and ninety cordeles, these being understood to constitute the fourth part of a conal.

17. To the seventeenth interrogatory, witness saith: The sixteen leagues, "en cuadro," could not be laid off, owing to this not being the practice of the island. But there would be given the same sixteen leagues of the country, which are the contents of a hato. Although it would be very easy to lay off said sixteen leagues, "en cuadro," giving a rectangular figure of four leagues to the side, containing sixteen leagues of plane superficies; but it would not be admissible in the country. Certainly there could not be two hundred and fifty-six leagues of plane superficies, because the root of sixteen leagues is nothing else than four.

18. To the eighteenth interrogatory, witness saith: The eight leagues, "en cuadro," may be laid off, subjecting one's self strictly to the term "en cuadro," by extracting the square root of eight; and this will be the side of said figure which will contain said eight leagues.

19. To the nineteenth interrogatory, witness saith: I have examined it.

20. To the twentieth interrogatory, witness saith: There are two answers. If we understand leagues and figures, such as those of the Island of Cuba, those eight leagues would be laid off by running a diameter of four leagues, and forming upon it a polygon or sixty-four or of seventy-two sides; and the semicircle inscribed therein, would contain the eight leagues indicated. But if, in St. Augustine, of Florida, this system of surveys is unknown, the said eight leagues can be laid off in a square (en un cuadro) by extracting the square root of eight, and this will be side of said square. With regard to the number of "acres" which the league would contain in the first case, it is easy to compute it: the league of conal containing thirty-four thousand one hundred and ten cordeles plane, and the "acre" consisting of nine cordeles and seven thousand seven hundred and thirty-seven ten-thousandths $\frac{7737}{10000}$ of a cordel, the vara of Cuba being the standard used; and, in the second case, the league plane, or cuadrada, contains forty-three

thousand four hundred and two cordeles plane, and seven-ninths $\frac{7}{9}$ of a cordel.

21. To the twenty-first interrogatory, witness saith: With respect to grants or gifts of land in the Island of Cuba, their quantities are unalterable, and they are subject to fixed and determinate superficies in solares, cavallerias, conales, and hatos; and, with regard to the figures, they are modified or altered according to the way the land lies, or to the agreement between the parties; but, with respect to Florida, I am ignorant of the usages and customs that may be there established.

22. To the twenty-second interrogatory, witness saith: I think that, in the present question, and in the legal course which is to be pursued, the parties ought to subject themselves exclusively to the system of measures which was anciently established in Florida; for I know that, in the Island of Cuba, in Santo Domingo, and in Puerto Rico, and other countries of America belonging to the Spanish dominion, there are different classes of measures and of superficies; and not because, in the Island of Cuba, the cavalleria of land contains three hundred and twenty-four cordeles plane, as it is to be supposed that it is the same in the other provinces. That, with regard to the league lineal, I am informed that, in the kingdom of Mexico, it consists also of five thousand varas, like that of this island; but I do not know whether the league plane is there established as a measure of land, and I am in the same ignorance with respect to Florida.

JOSE MA. OLIVA.

Havana. On this sixth day of February, in the year of our Lord one thousand eight hundred and thirty-nine, the aforesaid deponent was examined, and sworn to the foregoing deposition by him subscribed, before us.

N. P. TRIST,
J. B. SAZERAC,
Commissioners.

Don Jose Maria de Oliva, (y Palma,) the witness whose deposition is immediately preceding, being sworn, states as follows:

[Here follows the statement in the Spanish language.]

Translation of the explanation of one of the foregoing answers, given by the witness (Don Jose Maria de Oliva) on the 9th of February, 1839.

In my reply to the twelfth interrogatory, having said, with regard to the expression "a cada viento," that "it would not be improper to apply it to solares and cavallerias; saying twenty-seven varas front and forty deep in the first, and eighteen cordeles to each point of the compass, 'en cuadro,' in the second;" and, being requested to explain particularly the meaning of this part of said

reply, I say, that I meant that the expression "a cada viento" might be applied to the sides of a solar or a cavalleria, when the quantity of land designated by each of these expressions, respectively, should be comprehended in a rectangular figure, instead of being comprehended, as it may happen, in an irregular figure. For example, if I were required to lay off one solar or two solares, "a cada viento," I would do it by laying off a rectangular figure of twenty-seven varas front, upon forty in depth, or one of forty-six and forty-seven hundredths $\frac{47}{100}$ varas front, upon the same depth; in which last case, the two solares would be also "en cuadro." In the same way, if I were called upon to lay off one cavalleria or four cavallerias, "a cada viento," I would do it by laying off a rectangular figure of eighteen cordeles on each side, or one of thirty-six cordeles on each side; and, in both cases, the one and the four cavallerias would be "en cuadro;" that is to say, contained in a survey of which the height would be equal to the base.

Translation of the certificate of Don Jose Maria Oliva y Palma in regard to his name.

I, the signed, although I am the person called Don Jose Maria y Palma, according to Spanish custom, in signing, I use only the name Jose Maria Oliva.

JOSE MARIA OLIVA.

Havana. On this ninth day of February, in the year of our Lord one thousand eight hundred and thirty-nine, the aforesaid deponent was examined and sworn to the foregoing deposition by him subscribed, before us.

N. P. TRIST,
J. B. SAZERAC,
Commissioners.

The foregoing translations are true and exact versions of the replies of the three witnesses examined, and of the explanations given by two of them in regard to one of the replies of each; and, also, of the certificate of one of the witnesses in regard to his name.

N. P. TRIST,
J. B. SAZERAC,
Commissioners.

HAVANA, *February 12th*, 1839.

Having taken the testimony of three of the witnesses named in the commission, we deem it unnecessary to incur the risk of any further delay, for the purpose of procuring the attendance of the first witness named therein, Don Juan Cirilo Pouble, who is known to us to be a clerk in a commercial house of this city, and whom we have every reason to believe, and do believe, ignorant of

the subject of surveying, and of every matter to which the interrogatories relate.

N. P. TRIST,
J. B. SAZARAC,
Commissioners.

No. 5.

Grant to Miranda.

Offered and read on behalf of the United States.

Sor. GOBOR:

Don Pedro Miranda segunda practico de la Lancha de la Bana de este puerto con el mas profundo respeto A. V. S. expone; que tiene el honor de servir a S. M. (que Dios guarde) desde el ano de 1788, que se empleo de Bogador de decha Lancha en cuyo exercicio se ocupo hasta que por sus acreditados meritos y pericia se le abilito con el actual empleo. A mayor abundamiento a V. S. le es bien constante la veracidad de su buen manejo, fidelidad y amor al servicio, de S. M. acreditado en diversas expediciones qe. por dispocision de este gobierno hizo el exponente en el ano de 1795, por las riveras de esta provincia quando se hallaba talada por los rebeldes; y como por tan notables servicios y otros posteriormente hechos a la satisfaccion de V. S. no hubiese sido el deponente recompensado en manera alguna, siendo asi que se halla bastante pobre y necesitado sui mas esperanza que el amparo de V. S. por tanto.

A. V. S. suplica se sirva, en remuneracion de quanto deja expresado, y en vista de su actual exausta situacion, concederle en absoluta propiedad ocho leguas en quadro en las tienas realengas que se encuentren en las aguas de las Bahias de Hillsborough y Tampa en esta provincia en virtud de Rs. ordenes sobre mercedar terrenos gratis a los vasallos Espanoles: gracia que espera alcanzar de la recta justificacion de V. S. San Agustin de la Florda 19 de Novre de 1810.

Signed PEDRO MIRANDA.

SAN AGUSTIN DE LA FLORIDA, 26 *de Nove de* 1810.

Sienda notorio y constante a este gobierno los meritos y servicios que alega esta parte, se le concede en los terminos que solicita la cantidad de terreno en los puntos que indica, sui perjaicio de tercero; y para acreditar esta merced en todo tiempo despachesele por secretario copa. certificada de esta insta. para su resgd.

Signed WHITE.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Au-
[L. S.] gustine, Territory of Florida, this thirteenth day of July, A. D. one thousand eight hundred and thirty-nine.

ANTONIO ALVAREZ, *K. P. A.*

Translation of Grant by Merino.

TRANSLATION.

To the GOVERNOR OF ———:

SIR: Don Pedro Miranda, second pilot on board the boat of the bar of this port, with the most profound respect, says: That he has the honor to have been in the service of his Catholic majesty, (whom God may preserve) since the year 1788, in which year he entered to serve as a rower on board the aforesaid boat, in which capacity he continued (serving) until he was promoted to his actual employment (of second pilot) on account of his well known merits and skill; and he farther states, that your excellency knows very well his good conduct, (manejo) fidelity, and attachment to the service of his majesty, as shown in the various expeditions which your memorialist made by order of the government in the year of 1795, on the coasts of the province, when the rebels were ravaging it, as well as that for such services (Y. E. knows is understood) and others rendered afterwards, he has not been rewarded in any way; which it is a fact that he finds himself in poverty and want enough (bastante pobre) and with no more hope than in the protection of your excellency.

Therefore, your memorialist prays your excellency to be pleased, as a reward for what he has already stated, and in consideration of his reduced circumstances, (exhaustas) to grant him the absolute right of property (absoluta propiedad) on ocho leguas en cuadro [that is a square, a piece of ground containing 8 leagues, each one of the square measure fixed by the law,] out of the crown lands, which may be found on the waters of the bays of Hillsborough and Tampa, in this province, by virtue of the royal orders granting lands gratis to Spanish subjects, a gift which he hopes to obtain from the justice and equity of your excellency. San Agustin, de la Florida, Nov. 19th, 1810.

Signed PEDRO MIRANDA.

Grant.

ST. AGUSTIN DE LA FLORIDA, *November* 26, 1810.

The merits and services alleged (alegados) by the party, being well known to the government, the quantity of land he solicits (solicita) is (hereby) granted to him on the same terms as he asks, and in the same places he indicates, but without prejudice to a third person. And in order that he may, at any time, prove this grant, a certified copy of this act shall be given him from the secretary's office for his security.

Signed WHITE.

N. B. Words not admit of a literal translation, and words added to render the sense more clear, are marked thus ( ).

I, Felix Merino, an American citizen, and sworn interpreter of the English, Spanish, and French languages, duly commissioned for the city and county of Philadelphia, do hereby certify that the preceding writing contains a faithful and, as far as practicable, a literal translation of the Spanish document attached to said translation.

Done at Philadelphia, this sixteenth day of September, in the year one thousand eight hundred and thirty-nine.

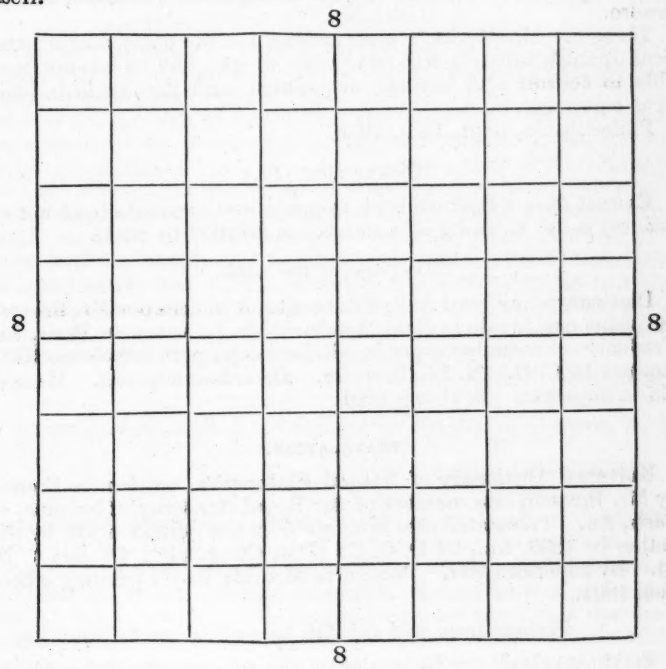
FELIX MERINO,
Sworn Interpreter.

Observations by Merino.

Observations. (1.)

1st. Mr. Merino has avoided to employ the words square leagues, and leagues square, because he has found out a difference of opinion when he has asked several persons about them. Therefore, to avoid confusion he has given the meaning, instead of the word.

2d. In Spanish (look the Spanish Arithmetics,) feet, leagues, &c., cuadradas means a number of feet or leagues multiplied by itself.



This he calls eight leagues cuadradas; eight leagues multiplied by eight, sixty-four leagues cuadradas; and eight of these squares or one square added eight times, he understands to be eight leagues en cuadro; a cuadro of eight leagues; these eight leagues forms the quantity called eight leagues en cuadro, as we say, eight leagues in circumference, or the circumference of this is of eight leagues. In Spanish, eight leagues en circumferencia, or la circumferencia es de ocho leguas, the circumference is that of eight leagues.

3d. They say in Spanish, formar en cuadro, to form a square. Formo sus ochocientos hombres en cuadro. He formed his 800 men in square. It does not mean that he squared the number 800, but with 800 men he formed a square.

4th. The definition of cuadro (square,) in the dictionary of the Spanish Academy, is the following: a figure of four equal sides.

5th. The definition of cuadrado is, a number multiplied by itself.

6th. The definition of en cuadro is, in the form of a square.

7th. Spaniards will never say, el cuadro de un numero. They always say, el cuadrado de un numero. The square of a number.

8th. Spaniards will never say, ocho legus en cuadrado, but en cuadro.

These are Mr. Merino's observations, but the opinion of a practical Spanish surveyor will be of more weight, and he has not been able to consult with any one acquainted with the Spanish practical surveying.

Philadelphia, Sept. 15th, 1839.

Observation. (2.)

Extract from a Spanish book to prove that cuadrado (and not en cuadro) is the meaning of a number multiplied by itself.

Title page of the book.

Diccionaria universal de Frisica escrito en frances por Mr. Brisson, individue que fue de la Real Academia de Ciencias de Paris, &c. Traducido al castellano, por la edicion hecha por el autor en 1800, &c. por D. C. C. N. Pl. Tomo 7o. De ordese superior. Madrid. En la imprenta. Real ano 1801.

TRANSLATION.

Universal Dictionary of Natural Philosophy, written in French by Mr. Bresson, late member of the Royal Academy of Science, of Paris, &c. Translated into Spanish from the edition made by the author in 1800, &c., by D. C. C. (Don Christopher Cladera.) N. Pl. By superior order. Printed in Madrid; Royal printing office; year 1801.

Passage from said vol. 7th letter P. page 286.

Percha cuadrada: "Es la percha que se compone del producto des una percha multiplicado por una percha, y entonces es una percha superficial; luego siendo la percha de 18 pies, la percha

cuadrada sera 324 pies cuadrados, (34 metros 166,182 miline cuadrados) cuyo numero es el producto de 18 multiplicados por 18."

TRANSLATION.

Perch cuadrada. It is the product of one perch multiplied by one perch, and then it is a superficial perch: and as one perch has 18 feet, one perch cuadrada shall have 324 feet cuadrados (34 metres 166,182 miline cuadrados) which number is the product of 18 multiplied by 18.

Therefore, one perch multiplied by one perch is a perch cuadrada; and 18 feet multiplied by 18, are 18 feet cuadrados, (not en cuadro;) 324 feet square makes a square as 64 leagues do: but for the grant to be of sixty-four leagues it ought to have been expressed ocho leguas cuadradas, or 64 leagues en cuadro, in which case each side would contain 8 leagues, 64 leguas en cuadro; and in the present case the square is to be made with eight leagues (so much of the eight leagues, and so many decimals on each of the four sides.)

UNITED STATES OF AMERICA,
Eastern District of Pennsylvania, ss.

On the fourth day of October, in the year of our Lord one thousand eight hundred and thirty-seven, before me, Joseph Hopkinson, judge of the district court of the United States for the eastern district of Pennsylvania, personally appeared Felix Merino, sworn interpreter of the English, Spanish, and French languages, and duly commissioned as such for the city and county of Philadelphia, by the governor of the State of Pennsylvania, who, being duly sworn according to law, deposeth and saith, that the foregoing translation made by him of the original Spanish grant to which it is annexed, is a faithful and as far as practicable, a literal translation of said Spanish document, to which said translation is attached; and that the observations (1) and (2) also attached to said document and translation, are made by this deponent, and are believed by him, the said deponent, to be correct and true.

FELIX MERINO.

Sworn and subscribed before me, the 4th day of October, A. D. 1839.

JOS. HOPKINSON.

I, Joseph Hopkinson, judge of the district court of the United States for the eastern district of Pennsylvania, do certify that the reputation of Felix Merino, Esquire, the abovenamed deponent as a translator of the Spanish language, is very high in the city of Philadelphia, where he has resided for many years, and that he is personally known to me, and that he was formerly professor of the Spanish language in the University of Pennsylvania, which professorship is now abolished.

JOS. HOPKINSON.

UNITED STATES, *Eastern District of Pennsylvania, ss.*

I certify that the honorable Joseph Hopkinson, before whom the within affidavit was sworn to and subscribed, and who has subscribed the within certificate, was at the time of taking said affidavit, and of subscribing said certificate, and still is, judge of the district court of the United States, in and for the eastern district of Pennsylvania, duly commissioned and qualified.

In testimony whereof, I have hereunto subscribed my name, and affixed the seal of said court, at Philadelphia, this
[L. S.] fourth day of October, A. D. 1839, and in the sixty-fourth year of the independence of the United States.

FRA. HOPKINSON, *Clk. Dist. Ct.*

No. 6.

Grant to Miranda.

Offered on behalf United States, objected to by Claimants, and rejected by the Court.

SOR. GOBOR:

Don Pedro Miranda, segundo practico de la Lancha de la Bana de este puerto con el mas profundo respeto A. V. S. expone: que tiene el honor de servir A. S. M. (que Dios guarde) desde el ano de 1788, que se empleo de Bogador de decha Lancha en cuyo exercicio se ocupo hasta que por sus acreditados meritos y pericia se le abilito con el actual empleo—a mayor abundamiento A. V. S le es bien constante la veracidad de su buen manejo, fidelidad y amor al servicio de S. M. acreditado en diversas expediciones qe. por disposicion de este gobierno hizo el exponente en el ano de 1795, por las riveras de esta provincia quando se hallaba talado por los Rebeldes; y como por tan notables servicios y otros posteriormente hechos a la satisfaccion de V. S. no hubrise sido el deponente recompensado en manera alguna, siendo asi que se halla bastante pobre y necesitado sui mas esperanza que el amparo de V. S. por tanto.

A. V. S. suplica se sirva, en remuneracion de quanto deja expresado, y en vista de su actual exausta situacion, concederle en absoluta propiedad ocho leguas en quadro en las tienas realengas que se encuentren en las aguas de las Bahias de Hilsborough y Tampa en esta provincia en virtud de Rs. ordenes sobre mercedar tenenos gratis a los vasallos Espanoles: gracia que espera alcanzar de la recta justificacion de V. S. San Agustin, de la Florida, 19 de Novre de 1810.

Signed PEDRO MIRANDA.

San Agustin, de la Florida, 26 de Novre. de 1810. Siendo notorio y constante a este gobierno los meritos y servicios que alega esta parte se le concede en los terminos que solicita la cantidad de teneno en los puntos que indica, sui perjuicio de tercero; y para acreditar

esta merced en todo tiempo despachesele por Secreta. copa. certificada de esta insta. para su resgd.

Signed WHITE.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, Territory of Florida, this thirteenth day of July, [L. S.] A. D. one thousand eight hundred and thirty-nine.

ANTONIO ALVAREZ, *K. P. A.*

Translation from General Land Office.

TRANSLATION.

Senor GOVERNOR:

Don Pedro Miranda, second officer of the launch of the bar of this port, with the most profound respect, submits to your excellency: That he has the honor to serve his Catholic majesty, (whom may God protect,) from the year 1788, when he was employed as oarsman of the said launch, in which occupation he was engaged, until, by his admitted merits and skill, he was advanced to his present post. For greater proof to your excellency, his good management, fidelity, and love of the service of his majesty, have been invariably proved in different expeditions, which by the direction of this government, the petitioner made in the year 1795, on the coast of this province, when they were devastated by the rebels, and in consideration of such peculiar services and other subsequent acts, satisfactory to your excellency, the petitioner has not been recompensed in any manner; and finding himself, as he does, very poor and necessitous, without other hope than the favor of your excellency; therefore, of your excellency, he prays, that you will be pleased in consideration of what has already been expressed, and in view of his present reduced condition, to grant him, in absolute right of property, eight leagues, in a square form, (ocho leguas en cuadro,) of the royal lands which are found on the waters of the bays of Hilsborough and Tampa, in this province, in virtue of royal orders respecting donation lands to Spanish subjects, a favor which he hopes to obtain from the unwavering justice of your excellency.

Saint Augustine, Florida, 19th November, 1810.

Signed PEDRO MIRANDA.

Saint Augustine, Florida, 26th November, 1810. The merits and services which the party alleges being proven, and evident to this government, there is granted to him, on the terms he solicits, the quantity of land at the points indicated, without prejudice to third persons; and as an evidence of the gift in future, (en todo tiempo,)

let him be furnished by the secretary with a certified copy of this date, to be registered.

Signed WHITE.

GENERAL LAND OFFICE, *July 25th*, 1839.

I hereby certify that the foregoing on pages 2 and 3, has been carefully compared in this office with the Spanish document on page 1, and appears to be a correct translation thereof.

[L. S.] JAS. WHITCOMB,
Commissioner.

No. 7.

Regulations of Governor White.

Offered and read on behalf of United States.

Don Enrique White, colonel of the royal armies, civil and military governor, and chief of the royal exchequer of this city and province of St. Augustine, of Florida, by his majesty, &c.

Whereas it would be useful to alter and modify, in part, the regulations and conditions which this government had established for the concessions and distribution of lands to the new settlers, in consequence of the actual circumstances in which the greater number of persons appearing to partake of the favors and privileges which his majesty has conceded to those who come to establish themselves in this province, there has been many abuses on the part of the grantees, under the system and object which then impelled the government to that plan; which, and other circumstances that experience has demonstrated, has made it also appear might redound in injury of the advancement and settlement of the province: Wherefore, and to proceed to remedy them, I have resolved, and order the regulations prescribed in the following articles to be observed in future.

1st. That at the time of the new settlers taking the oath of fidelity and vassalage, accustomed, they ought to declare exactly the number of children, their sexes and ages, which will be taken into consideration to distribute lands to them; for, to those who are not full eight years of age, there will be none assigned.

2d. That to each head of a family there will be distributed fifty acres; an equal number to unmarried, or widowers, of both sexes; and to the children and slaves of sixteen years of age, twenty-five acres for each one; but from the age of eight to sixteen, there will be granted only fifteen acres.

3d. That to those employed in the city, of whatever class they be, if there be lands granted to them for cultivation, by themselves or their slaves, it shall be with the express condition that they shall commence cultivation in one month after the concession of them, with the understanding that if they do not do it, they will be granted to any one who will denounce him, and verbally prove it.

4th. That all concessions without time specified, shall be void and held as though not made, if the grantees do not appear, and take possession, and cultivate them, within the term of six months.

5th. That to none of those who may cede or transfer their lands to others, with the excuse of selling their improvements, shall there be more lands granted in future; nor is the cessions or transfers permitted—they are not made with the knowledge of the government.

6th. Notwithstanding what is expressed in the preceding article, if it should be an advantage to any settler to change situations, he will be permitted to do so, if he should solicit it, granting him lands at the place he selects, but on the condition of ceding the improvements on the lands which he leaves, to the benefit of the royal exchequer; with which will be avoided the abuses of transfers and sales, which are prohibited under that pretext, until the proper time prefixed in the regulation or preceding plan.

7th. That on the lands that are not fit for cultivation, but that have timber or that are only fit for pasturage, for which usufruct only they have been solicited, the possession shall not prevent any one who may present himself with the orders of the government from cutting and benefitting himself by them; but, this is to be understood, without injuring the possessor.

8th. That all who should solicit lands in future ought to point out some fixed point, from whence the measurement is to commence, which will avoid the mistakes and controversies which for want of it has been principally experienced for a short time back.

9th. That all persons who may have abandoned, or who may not have continued cultivating, nor actually cultivate the lands that may have been measured to him at any time by the surveyor general, (even when there may have been issued to him the corresponding title of property through the notary's office,) shall lose the right to them, and they will be given to any other who, having no lands to cultivate, should verbally prove said lands to have been uncultivated for two consecutive years.

And for the punctual observance of all that is stated, and that no one may allege ignorance, I order copies to be put up at the public places in this city, as is customary, and that there be another copy remitted to Don Juan McQueen, brevet captain of militia, commanding the same, and commissioned judge for the rivers St. John's and St. Mary's, that he may make it known to the inhabitants.

St. Augustine, of Florida, twelfth of October, eighteen hundred and three.

ENRIQUE WHITE.

By order of his Excellency:

JOSE DE ZUBIZANETA,
Notary of the Government.

It agrees with its original, which remains in the archives under my charge, to which I refer; and, by verbal order of his excellency,

I put my signet to and sign the present copy, on two pages of common paper, the stamped not being in use. St. Augustine of Florida, fha ut supra, (a notorial signette.)

Signed JOSE DE ZUBIZANETA,
Notary of the Government.

No. 8.

The King to Governor of Florida, stating the Laws.

Offered and read on behalf of the United States.

The following are copies of papers offered in evidence by the United States attorney, in the claim of F. M. Arredondo *vs.* The United States, being copies of translations, made by the translator of this court, from duly certified copies from the office of the keeper of the public archives for East Florida; and by agreement of counsel in said case of Arredondo, they are to be admitted in other cases, on the same footing as they were received in that case, to wit:

The King to the Governor of the Floridas.

THE KING:

My GOVERNOR of the Floridas: By my royal order of the sixth of February, and of the 9th of April last, I thought fit to grant, respectively, to the Duque of Alagon, the Count of Pumon Rostro, and Don Pedro de Vargas, residents of this court, several parcels of land, situated in your district, according to the delineation which is expressed in each of them, and with the laudable object in view that they should promote the population and culture thereof, charging you to aid that enterprise, in conformity to the laws which are in force concerning that subject; but having understood that the high policy which I proposed to observe was jeoparded, and that in opposition to the only meaning and the true spirit of the laws indicated, the alienation of the said tracts of land in favor of strangers was treated of, I charged my council of the Indies, by my royal order of the twenty-eighth of the same month of April, that in order to avoid all motives of doubt or interpretation concerning the precise term in which said bounties ought to be understood to have been made, it would explain to every one of the interested parties the rules to which the laws subject them, and also my sovereign will, which is, that they cannot alienate the said lands, and much less to strangers. This royal order being made known to my said council, it thought fit to hear thereupon my chamber of accounts and my fiscal, and in consequence of what they exposed it prepared the punctual execution thereof, for which it gave, together with its insertion, an instruction to every one of the grantees, on the eleventh of July last, upon the contents of the laws of the Indies, and especially of those comprehended in the titles, fifth,

sixth, seventh and twelfth, of the fourth book, in the following terms:

Law 1st and 2d. Title 5th.

"That the founders of new colonies in the dominions of Indies, take care to establish the settlements in places healthy, fertile, and abundant in every necessary of life, and provided with good inlets and outlets, both by sea and land."

Law 3d. Title do.

"That for husbandmen and handicraftsmen, Indians may go spontaneously, provided they are not of those who are settled already, and have houses and lands, nor of those who are distributed."

Law 6th. Title do.

"That in order to form a town with Spanish inhabitants, by way of a settlement, the capitulation be made with these qualifications: that within the terms specified therefor it contain at least thirty inhabitants, having each of them a house, four oxen, or two oxen and two yearlings, ten breeding cows, one breeding mare, one breeding sow, twenty breeding ewes of Castile, six hens and one cock; with a church, provided with necessaries, and a chaplain."

Law 11th. Title do.

"That a town formed in this manner have the civil and criminal jurisdiction for the term of two lives, with the faculty of appointing a mayor and council."

Law 2d. Title 6th.

"That the first founder and inhabitants going to the new settlement, from these kingdoms, pay no custom-house duties, nor any other royal duties, for what they might carry for their houses and support, in the first voyage."

Law 3d. Title do.

"That the same may use offensive and defensive arms, in giving security that they will not make a bad use of them."

Law 5th. Title do.

"That they be personally preferred, with respect to bounties and commanderies, although they were not married."

Law 6th. Title do.

"That the persons, children, and lawful dependants of those who would obligate themselves to form a settlement and execute it, be gentlemen and of noble descent."

Law 1st. Title 7th.

"That the province or territory intended to receive a population, and the site of the new towns, be elevated, healthy and strong; a due consideration being paid to the shelter, the bottom, and the defence of the harbor; and that in those and other interior lands, vacant places be selected, without prejudice to the Indians and natives, or with their free consent, observing in the construction of houses and streets, the method and order most conform to good taste and ornament of the said towns."

Law 2d. Title do.

"That the governor of this district, having knowledge of the said circumstances, declare whether the settlement about to be formed is to be a city, a town, or a village, and in consequence a council will be formed with a judge, or mayor, or corregidor, or magistrate ordinary, a board of aldermen, and other public officers, corresponding to each of the three classes."

Law 6th. Title do.

"That no population can be placed in seaports, nor in any part which may at any time become detrimental to the king and to the republic."

Law 7th. Title do.

"That the land indicated to establish a population thereon by capitulation, be distributed in convenient parcels, in this manner: the corresponding parcel to build thereon, commons, pasture grounds for cattle; and let the remainder be divided in four parts, one for the individual bound to form the settlement, and the other three parts to be distributed by lots to the inhabitants and settlers."

Law 20th, 21st, and 25th. Title do.

"That he make the assessments for the population, taking care that the same be carried into effect within the specified term, keeping an account of the progress made; that the alderman and proctors claim earnestly against the settlers who may not have fulfilled their obligations within the specified time, and the justices rigorously compel them according to law, unless some fortuitous accident has prevented them, in which case the governor may prorogue the necessary time."

Law 2d. Title 12th.

"That to those who, in forming the population of a province or district, might possess lands and lot in a town, no distribution be made in another, unless they should relinquish entirely their first residence; unless they have lived in it during the four years provided by law, in order to acquire the ownership thereof."

Law 3d. Title 12th.

"That those who accept the assessment made to form the population, obligate themselves to have the lots built upon, the house inhabited, the lands distributed in a state of culture, the plantations made, and other stipulations fulfilled, under pain to lose the whole."

Law 9th and 10th. Title do.

"That the seats and lands which might be given to Spaniards, be so granted without prejudice to the Indians, to whom they will be necessarily restored if they are proved to belong to them; and that in no case lands be sold to a church, convent, or clergyman, under pain of losing them."

Law 11th. Title do.

"That all the inhabitants and residents to whom lands might be distributed, be obligated to take possession of the same within three months, and fix the metes and limits which they might have with other lands, by a plantation of willows and trees, if the season permits, in order to place them in a good and peaceful disposition; and those who will not do it, shall lose them."

Law 12th. Title do.

"And the sites destined for cattle, in the new settlements, be separated from the towns and plantations belonging to Indians, in order to avoid all prejudice to them; and in case they shall receive any, the justices will take care to see them indemnified."

And the same tribunal having given me an account of the whole, at the same time that it has merited my approbation, I have resolved that you shall be informed of it for your government. In consequence thereof, I order and command you, that in case the said orders of the sixth of March and of the ninth of April, of this year, should be presented to you, by all or each of the grantees, for the fulfilment thereof, you dispose what is convenient, in order that their execution take place and be understood, subjected to the laws comprehended in the titles above explained; and, moreover, with the precise qualification that the indicated tracts cannot be alienated, and much less transferred to strangers: in which last case the said grants will be considered as null and void; for this is my will, and let an account of the same be taken in the office of the comptroller general of the Indies.

Given in the palace, on the tenth of August, one thousand eight hundred and eighteen.

I, THE KING.

By order of the King our Lord,

SYLVESTRE COLLAR.

Three flourishes—officially (a flourish.)

To the Governor of the Floridas, informing of the precise terms in which the tracts of land ought to be used, which by royal orders of the sixth of March and of the ninth of April last, were granted in that district to the Duque of Alagon, the Count of Punon Rostro, y Don Pedro de Vargas, residents of this court.

CONDA. (A flourish.)

Captain General to Governor of Florida.

The Marquis of Someruelos to the Governor of Florida, on the Memorial of Keene.

TRANSLATION.

I send enclosed to your excellency the expedient preferred by Don Ricardo Raynal Keene, a Spanish subject naturalized, soliciting a certain grant of lands in your province, in order that, on seeing what he exposes, you inform me of your opinion concerning the various points to which he refers in his petition, in conformity to the decree which I have put to it at this date. God preserve your excellency many years. Havana, 4th September, 1809.

THE MARQUIS OF SOMERUELOS.

His Excellency the GOVERNOR of East Florida.

Report of Governor of Florida.

Report of the Governor of Florida to the Marquis of Someruelos, on the Memorial of Keene.

TRANSLATION.

No. 1206. MOST EXCELLENT SIR:

The tract of land, solicited by Don Ricardo Raynal Keene, extending from Cape Sable, which is the southwest point of this peninsula, in 24 deg. 57 min. north to 29 deg., comprehends more than eighty leagues of coast in latitude, without expressing how far in the interior he means to proceed from west to east. Within this extension is the Bay of Tampa, or Espiritu Santo, in latitude 27 deg. 36 min., where fishermen of the Havana usually resort; and in latitude 30 deg. 12 min. is situated the fort of St. Mark, in Apalache.

From here the only communication we have with those places, is through some Indian towns in the vicinity of Tampa, whose inhabitants come in search of their yearly presents, and to sell cattle and deer skins; they also are in the habit to go to the Havana, and would certainly oppose any settlement of white people on their lands.

The petitioner proposes to conduct the new settlers from the United States of America; but by a royal order of the 14th of November, 1804, which your excellency was pleased to communicate to me on the 9th of July, 1805, the citizens of the said States are prohibited to settle in the Floridas.

By a late regulation of this province, of which I informed your excellency on the 15th October, 1803, fifty acres of land was allowed

to each head of family of the new inhabitants, twenty-five acres to the children and slaves above sixteen years old, and fifteen acres to those above eight years old. A caballeria contains thirty-three acres and a third.

This is all the information I can give to your excellency, in obedience to what you have ordered me to do in your official communication of the 4th of September last, in returning the original expedient. May God, &c. St. Augustine, of Florida, 3d of November, 1809. Most excellent sir.

E. W.

Most Excellent Sir, the Marquis of SOMERUELOS

Captain General to Governor of Florida.

The Marquis of Someruelos to the Governor of Florida, on the Memorial of Keene.

TRANSLATION.

Don Ricardo Raynal Keene, a naturalized Spanish subject, has presented to me a memorial, showing that there being in your province some remnants of land, uncultivated *and uncultivated* and unappropriated, belonging to the royal domain, to which they are of no use, but that it would be advantageous to distribute them to individuals; and he solicits that the necessary permission be granted to him, in order to purchase the same in consideration of the pretensions which the Indians of that neighborhood may have to them; and I inform you of it, in order that you may report to me your sense and opinion concerning this pretension. God preserve you many years. Havana, 2d July, 1811.

THE MARQUIS DE SOMERUELOS.

His Excellency the GOVERVOR *pro tem.* of East Florida.

Report of Governor of Florida.

Report of the Governor *pro tem.* of Florida to the Marquis of Someruelos, on the Memorial of Keene.

TRANSLATION.

MOST EXCELLENT SIR:

To the pretensions preferred to your excellency by Don Ricardo Raynal Keene, a naturalized Spanish subject, concerning giving to him the permission of purchasing vacant or Indian lands, and to your request of my reporting to you my opinion on the subject, I say that I consider it judicious and advantageous to the progress of this province, the preservation of which is so important to the monarchy, if families establish themselves in those parts, as they would serve as a strong barrier in order to restrain and distance the savages from this vicinity; nothing more occurs to me to be said on this subject, but that I refer to what I have reported to your excellency in my official note of the 29th of July last, No. 41; and I have only to add, that if it is permitted to

Keene to buy lands, he ought to do it with the knowledge and in the presence of this government, with interpreters appointed to that effect, in order to prevent, at all events, the Indians from alleging and pretending that they have been cheated in the purchase of their lands, and that it may not be cause of their committing hostilities in this province. God preserve your excellency many years. St. Augustine, of Florida, 3d September, 1811.

JUAN JOSE DE ESTRADA.

Most Excellent Sir, his Excellency,
The Marquis of SOMERUELOS.

No. 9.

Grant to Segui, Spanish and English.

Offered and read on behalf of Claimants.

Sor. GOBOR.:

Don Bernardo Segui natural y vecino de esta ciudad a V. S. con el respeto devido digo: que por quanto se acredita de los documentos que ritualmente acompano haver sido comisionado por V. S. a hacerme cargo de todos los negros profugos de esta provincia pertenecientes a los Havitantes de ella que con motivo de la invasion del ano de 1812, se presentavan bajo el anparo de este Gobierno, cuyo servicio verifique graciousamarte con algun desembolso de mi peculio para la manutencion de otros esclavos hasta que consequente al Real Indulso y de orden de V. S. los entregue a sus respectivos duenos que se ivan presentando. Asi mismo manifiesto el que cumple ultimaniente con exactitud pasaudo a la ciudad de la Habana en Diciembre del ano proximo pasado de 1813, por eleccion que de mi hizo este fiel vecindario a blenar las funciones de Elector de Panoquia y Partido, para lo qual tuve que empenarme sufriendo crecidos gastos. A estos servicios con otros no de tanta consideracion que V. S. se ha servido confiame se agrega que por fallecimiento de mi padre el Capitan de melicias Don Bernardo Segui, estoy hecho cargo y en obligacion comprometido en medio de mi atrasos a no desampara a su sa. vinda mi madre y dos hermanas solteras que se hallan a su abrigo. Dicho Capitan es notorio y constante que murio en Noviembre ultimo de 1813, estando en el servicio de S. M. omitiendo patentizar su caracter y meritos por estar V. S. satisfecho de su veracidad, en concepto de todo lo qual, no dudando lograr una recompensa que me sea util en lo succesivo y toda la vez que intento dedicarme en esta Provincia a los cortes de Maderas, a cuyo efecto me proporcionan algunos amigos su proteccion y ayuda a sus principios, pido a V. S. se digne mercedame en absoluta propiedad seis millas en quadro de terreno en el parage nombrado Tokay a la parte del Oeste de la Cabeza del Rio ys, y situado entre este y el de San Juan en cuyo parage pienso

establecer las maquinas competentes para acenar dichas maderas de lo que se hace un beneficio palpable al Publico, y tambien puede redundar en el de la Re. Hacienda por la barates del material quando las necesite por tanto.

A. V. S. suplico se sirva en consideracion a todo expuesto concederme en absoluta dominio las expresadas seis millas en quadro de terreno en el monte de Tokay ya designado conel objeto de esta blecer las maquinas de aserrar maderas, y disfrutarlas como propria en la forma que se han mercedado a otros: Asi lo espero de la recta justificacion de V. S. San Agustin de la Florida, 6 de Diciembre, de 1814.

Signed BERNARDO SEGUI.

SAN AGUSTIN, 6 *de Diciembre, de* 1814.

Siendo como son constantes los meritos y servicios que el interesado alega en esta instancia, la utilidad y ventajas que ha de redundar a esta Prova. y a su comercio las maquinas de aserrar maderas que intenta construir, y a lo que previene la Real orden de 30 de Octubre de 1790, comunicada de este gobierno por la capitania general de la Isla de Cuba y Floridas, sobre concesion de tierras a los nuevos poblads, se concede al representante en el paraqe que indica en absoluta propiedad las cinco millas en quadro que pide, y para su logro y resguardo enqualqa. evento se le despachara por secretaria copia certificada de esta instancia y decreto que le servira de titulo en forma.

Signed KINDELAN.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, Territory of Florida, this nineteenth day of July, [L. S.] A. D. one thousand eight hundred and thirty-three.

ANTONIO ALVEREZ, *K. P. A.*

TRANSLATION.—*Memorial.*

To his Excellency the GOVERNOR:

Don Bernardo Segui, a native and resident of this city, to your excellency respectfully sheweth:

That, whereas by the documents which accompany herewith, it is proved his having been commissioned by your excellency to take charge of all the fugitive negroes in this province, belonging to the inhabitants thereof, who on account of the invasion of the year 1812, presented themselves under the protection of this government, which service I performed gratuitously, with some disbursement of my money, for the maintenance of said slaves, until, in consequence of the royal pardon and the order of your ex-

Keene to buy lands, he ought to do it with the knowledge and in the presence of this government, with interpreters appointed to that effect, in order to prevent, at all events, the Indians from alleging and pretending that they have been cheated in the purchase of their lands, and that it may not be cause of their committing hostilities in this province. God preserve your excellency many years. St. Augustine, of Florida, 3d September, 1811.

JUAN JOSE DE ESTRADA.

Most Excellent Sir, his Excellency,
The Marquis of SOMERUELOS.

No. 9.

Grant to Segui, Spanish and English.

Offered and read on behalf of Claimants.

Sor. GOBOR.:

Don Bernardo Segui natural y vecino de esta ciudad a V. S. con el respeto devido digo: que por quanto se acredita de los documentos que ritualmente acompano haver sido comisionado por V. S. a hacerme cargo de todos los negros profugos de esta provincia pertenecientes a los Havitantes de ella que con motivo de la invasion del ano de 1812, se presentavan bajo el anparo de este Gobierno, cuyo servicio verifique graciousamarte con algun desembolso de mi peculio para la manutencion de otros esclavos hasta que consequente al Real Indulso y de orden de V. S. los entregue a sus respectivos duenos que se ivan presentando. Asi mismo manifiesto el que cumple ultimaniente con exactitud pasaudo a la ciudad de la Habana en Diciembre del ano proximo pasado de 1813, por eleccion que de mi hizo este fiel vecindario a blenar las funciones de Elector de Panoquia y Partido, para lo qual tuve que empenarme sufriendo crecidos gastos. A estos servicios con otros no de tanta consideracion que V. S. se ha servido confiame se agrega que por fallecimiento de mi padre el Capitan de melicias Don Bernardo Segui, estoy hecho cargo y en obligacion comprometido en medio de mi atrasos a no desampara a su sa. vinda mi madre y dos hermanas solteras que se hallan a su abrigo. Dicho Capitan es notorio y constante que murio en Noviembre ultimo de 1813, estando en el servicio de S. M. omitiendo patentizar su caracter y meritos por estar V. S. satisfecho de su veracidad, en concepto de todo lo qual, no dudando lograr una recompensa que me sea util en lo succesivo y toda la vez que intento dedicarme en esta Provincia a los cortes de Maderas, a cuyo efecto me proporcionan algunos amigos su proteccion y ayuda a sus principios, pido a V. S. se digne mercedame en absoluta propiedad seis millas en quadro de terreno en el parage nombrado Tokay a la parte del Oeste de la Cabeza del Rio ys, y situado entre este y el de San Juan en cuyo parage pienso

establecer las maquinas competentes para acenar dichas maderas de lo que se hace un beneficio palpable al Publico, y tambien puede redundar en el de la Re. Hacienda por la barates del material quando las necesite por tanto.

A. V. S. suplico se sirva en consideracion a todo expuesto concederme en absoluta dominio las expresadas seis millas en quadro de terreno en el monte de Tokay ya designado conel objeto de esta blecer las maquinas de aserrar maderas, y disfrutarlas como propria en la forma que se han mercedado a otros: Asi lo espero de la recta justificacion de V. S. San Agustin de la Florida, 6 de Diciembre, de 1814.

Signed BERNARDO SEGUI.

SAN AGUSTIN, 6 *de Diciembre, de* 1814.

Siendo como son constantes los meritos y servicios que el interesado alega en esta instancia, la utilidad y ventajas que ha de redundar a esta Prova. y a su comercio las maquinas de aserrar maderas que intenta construir, y a lo que previene la Real orden de 30 de Octubre de 1790, comunicada de este gobierno por la capitania general de la Isla de Cuba y Floridas, sobre concesion de tierras a los nuevos poblads, se concede al representante en el paraqe que indica en absoluta propiedad las cinco millas en quadro que pide, y para su logro y resguardo enqualqa. evento se le despachara por secretaria copia certificada de esta instancia y decreto que le servira de titulo en forma.

Signed KINDELAN.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, Territory of Florida, this nineteenth day of July, [L. S.] A. D. one thousand eight hundred and thirty-three.

ANTONIO ALVEREZ, *K. P. A.*

TRANSLATION.—*Memorial.*

To his Excellency the GOVERNOR:

Don Bernardo Segui, a native and resident of this city, to your excellency respectfully sheweth:

That, whereas by the documents which accompany herewith, it is proved his having been commissioned by your excellency to take charge of all the fugitive negroes in this province, belonging to the inhabitants thereof, who on account of the invasion of the year 1812, presented themselves under the protection of this government, which service I performed gratuitously, with some disbursement of my money, for the maintenance of said slaves, until, in consequence of the royal pardon and the order of your ex-

cellency, I delivered them to their respective masters, who presented themselves. At the same time I make known, that I lastly complied with exactness going to the city of Havana, in December of the year last past, of 1813, elected by these loyal inhabitants to fill the office of elector of the parish and district, for which purpose I was obliged to contract debts and suffer great expenses. To these services with others of not so much consequence which your excellency has been pleased to confide to my care, I have to add also the circumstance of my having the charge of my widowed mother and two maiden sisters, on account of the death of my father the captain of militia, Don Bernardo Segui, which not withstanding my losses I could not abandon. It is notorions and well known, that said captain died in November last, 1813, being in the service of his majesty, omitting to make known his character and merits as your excellency is fully aware of the truth thereof. According to all of which, not doubting to obtain a recompense that may be useful to me hereafter, and as I intend dedicating myself in this province to the cutting of timber, for which purpose some friends propose aiding me with their protection and assistance for the beginning thereof; I pray that your excellency will be pleased to grant me in absolute property, five miles square of land in the place named Tokay, at the west head of Indian river [Rio ys] and situated between the same and St. John's, in which place I intend erecting the competent machinery to saw said timber, by which a palpable benefit will arise in favor of the public, and also to the royal finance on account of the cheapness of the material, when in want of the same. Wherefore, I pray, that your excellency will be pleased, according to what has been set forth, to grant me in absolute dominion the said five miles square of land in the above described place, called Tokay, for the purpose of establishing the machinery for sawing timber, and enjoy it as my own, in the form in which they have been granted to others. Which favor I hope to receive from the well known justice of your excellency. St. Augustine, Florida, December 6th, 1814.

Signed BERNARDO SEGUI.

Decree.

ST. AUGUSTINE, *December 6th*, 1814.

The services and merits which the interested party sets forth in his memorial, being as they are, well known, the utility and advantages that will redound in favor of this province and its commerce by the machinery for sawing timber which he intends erecting, and according to what is provided in the royal order of the 30th of October, 1790, communicated to this government by the captain general of the Island of Cuba and this said province, relative to the concession of lands to new settlers, there is granted to said memorialist in the place which he designates, in absolute property, the five miles square of land which he asks for, and for its

attainment and security in whatever event, there shall be given him from the secretary's office a certified copy of this said memorial and decree, which will serve him as a title in form.

KINDELAN.

St. Augustine, 20th May, 1830. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator of the Sup'r. Court.

Certificate of Survey, Spanish and English.

ORIGINAL.

I, Dn. Robt. McHardy, Hacendado en esta provincia y agrimensor particular.

Certifice: que en virtud el permiso de este gobierno, he medido y destindado cinco millas de teneno en quadro situado a la cabeza de oeste del Rio ys: comprehensivo en diez y seis mil acres corresponata a Dn. Bernardo Segui, y es el que de muestra demarcado al present plano. Y para constancia el interesado firmo la presente en San Augustin, de la Florida, 2d de Septre., en 1818.

RO. McHARDY.

[Here follows a plat of survey of sixteen thousand acres.]

TRANSLATION.

Don Robert McHardy, settler of this province and private surveyor.

I do certify that by virtue of permission from this government, I have measured and marked five miles of land in a square situated on the west head of Indian river, containing sixteen thousand acres, corresponding to Don Bernardo Segui, and are those that are shown and marked by the present platt; and that it may serve the interested, I sign the present in St. Augustine, of Florida, 2d of September, 1818.

Signed ROB. McHARDY.

I certify the within to be a true and correct translation of the certificate and plat annexed hereto, and in the Spanish language.

JOS. S. SANCHEZ,
Trans. and Int. Sup. Court E. D. F.

No. 10.

Grant to McHardy, Spanish and English.

ORIGINAL.

Offered and read on behalf of Claimants.

Memorl. Senor GOBERNADOR:

Don Roberto McHardy, habitante de esta provincia con el debido respeto a V. S. dice: Que desde el mes de Julio, 1802, que vino a ella y fue admitido basco la proteccion de S. M. C. (que Dios guarde) se lisongea tener el honor que por su ineprehensible conducta y anor a la corona Espanola, ha sido con frecuencia electo en comisiones del gobierno con prefencia a otros de su clase, cuya veracidad a V. S. le es bien constante, y a mayor abundamiento por la misma razon de su fidelidad en el ano de 1812, hallandose invadida esta decha provincia por algunos habitantes revoltosos de ella fue anestado por estos el exponente viente y nueve dias, de cuyo atentado sufrio la perdida de toda su cosecha con otros danos y atrasos de alguna consideracion que por estar V. S. bien enterado de ello no las pone de manifiesto, en este concepto y atendiendo el que habla resarsirse en alguna manera sus perdidas, trata esforzar sus recursos en la construccion de una sierra de agua en virtud a la grande escacares que se experimenta en la provincia de tablason, tanto pa. el consumo interios como para el giro de la comercio y siendo necesario cel efecto parage adecuado como la es el sitio conocido por Spring appresile frente del almacen antiguo de la casa de los Senores Panton y Leslie llamado Hamlet: Por tanto A. V. S. suplica se sirva en consideracion a los meritos que tiene contratudos, y demas circumstancias a que es acreedor, concederle en absoluta propriedad cuico millas en quadro de teneno en el parage ya designado que se halla vacante: cuya gracia espera alcanzar de la recta justificacion de V. S. San Augustin de la Florida, ocho de Noviembre, de mil ochocientos catorce.

ROBERTO McHARDY.

Decreto.

San Augustin, de la Florida, ocho de Noviembre, de mil ochocientos catorce. En virtud de sermo constantes los meritos, servicios y demas particulares que el interesado expone en esta representacion, la utilidad que debe redundar al comercio interior y exterior de la provincia, y asi mismo a lo que previene la Real orden de viente y nueve de Octubre de mil setecientos noventa communicado a este gobierno por la capatania Gral de la Isla de Cuba y dos Floridas sobre reparto de tienas a los nuevos colones, he venido en conceder al representante en absoluta propiedad las cinco millas de tenreno en quadro en el que parage que solicita sui perjuicio de

mejor derectro; y para su logro despachesele por secretaria copia certificada de este expediente y decreto que en todo evento le servira de titulo en forma.

KINDELAN.

Certificacion.

Don Tomas de Aguilar subteniente de infanteria de exercito y secretario por S. M. del gobierno de esta plaza y provincia, certifico: que le anterior copia se halla fielmte sacada del original, a que me remito; y en cumplimiento de lo mandado en el superior decreto que antecede doz la presente en San Augustin, de la Florida, a nueve de Noviembre de mie ochocientos catorce.

TOMAS DE AQUILAR.

TRANSLATION.

Petition.

His Excellency the GOVERNOR:

Don Roberto McHardy, an inhabitant of this province, with due respect represents to your excellency, that since the month of July, 1803, when he came to it and was admitted under the protection his Catholic majesty (whom may God preserve,) he flatters himself with having the honor of having been selected and preferred to others of his class for holding commissions of the government, the truth of which is well known to your excellency; and moreover for the same reason of his fidelity, in the year 1812, when said province was invaded by some rebellious inhabitants thereof, your petitioner was arrested by them, and detained prisoner for the space of twenty-nine days, in consequence of which violence he suffered the loss of all his crop, and other damages and losses to a great amount, which he does not mention, as they are well known to your excellency. In consideration of which, and your petitioner wishing to repair in some measure his said losses, he intends to invest his means in the erection of a water saw mill, in consideration of the great scarcity of lumber in this province, both in regard to the home consumption and to the purposes of commerce, and as it is necessary for that purpose to obtain a suitable position, as is the place known under the denomination of Apprecile Spring, opposite the old store of the house of Messrs. Panton and Leslie, called Hamlet: Therefore, your petitioner supplicates your excellency be pleased, in consideration of the merits he has obtained, and of other circumstances in his favor, to grant him in absolute property a square of five miles in the location designated, and which is vacant; which favor he hopes to receive from the justice of your excellency. St. Augustine, of Florida, on the eighth of November, one thousand eight hundred and fourteen.

ROBERT McHARDY.

Decree.

St. Augustine, of Florida, eighth of November, one thousand eight hundred and fourteen. Whereas the merits, services, and other circumstances which the interested party exposes in this representation are well known to me, in consideration of the advantages which will result in favor of the home and foreign trade of this province, and also in conformity to the provisions of the royal order of the twenty-ninth October, one thousand seven hundred and ninety, communicated to this government by the captain general of the Island of Cuba and of the two Floridas, in relation to the distribution of lands to the new inhabitants, I have come to the determination of granting to the petitioner in absolute property the square of five miles of land in the designated place, without prejudice to a better owner; and for the attainment of which, let the secretary's office issue to him a certified copy of this expedient and decree, which in all events will serve to him as a title in form.

KINDELAN.

I, Don Tomas de Aguilar, sub-lieutenant of infantry of the army, and secretary for his majesty of the government of this place and of the province thereof, do certify that the preceding copy is faithfully taken from the original, to which I refer; and in obedience to what is ordered in the above superior decree, I give the present certificate in St. Augustine, of Florida, on the ninth of November, one thousand eight hundred and fourteen.

TOMAS DE AGUILAR.

St. Augustine, 21st May, 1830. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Int'r of the Sup'r Court.

Order for Survey, Spanish and English.

ORIGINAL.

Senor Gobor.:

Dn. Robto. McHardy, habitante de esta provincia, con el mas sumiso respeto a V. S. digo: Que en 8 de Noviembre del ano immediato pasada de 1814, tuvo V. S. a bien concederme en absoluta propiedad cineo millas en quadro de teneno para la construccion de una siena de agua en el sitio conocido por Spring Apprecile, y deseando saver su situacion local para que en evento alguno quissa duda, pido A. V. S. se sifroa, en virtud se hallarse amente el agrimensor gral, ablitan a Dn. Juan Addison persona inteligente para que procedar a lo medicion y deslinde del citado teneno que me esta mercedado: gracia que no dudo alcansar de la justificacion de V. S. San Agustin, de la Florida, 7 de Febrero, de 1815.

ROBO. McHARDY.

San Agustin, 7 de Febrero, 1815. Como lo pide consitacion de los coolirdantes.

KINDELAN.

TRANSLATION.

Senor GOVERNOR:

Don Roberto McHardy, an inhabitant of this province, with the greatest respect, states to your excellency, that, on the eighth of November of the year last past, of 1814, your excellency had the goodness to grant me, in absolute property, five miles in square of land, for the building of a water saw-mill in the place known as Spring Apprecile; and desirous to know its local situation, that in any event there should remain no doubt, I ask your excellency to be pleased, in consequence of the absence of the surveyor general, to qualify Don John Addison, an intelligent person, that he may proceed to the survey and demarcation of the said land which is granted to me; a favor which I do not doubt to obtain from the justice of your excellency. St. Augustine, Florida, 7th February, 1815.

ROBERT McHARDY.

St Augustine, 7th February, 1815. Granted, and let notice be given to the bounding neighbors.

KINDELAN.

St. Augustine, 21st May, 1830. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Supr. Court.

Certificate of Survey, Spanish and English.

ORIGINAL.

Don Andres Burgevin, de este vecindario y agrimensor nombrado por decreto de este gobierno.

Certifico que el plano que acompana, representa un pedaso de terreno que contiene diez y seis mil acres de tiena, situados a la parte al Oeste del rio de San Juan, en un parage adonde hay una fuente y arroyo de agua dulce, Oeste de la Fienda vieja alias old store, concedidos a Don Roberto McHardy para establecer una sierra de agua, el dia ocho de Noviembre, de 1814, y para que conste doy la presente, en San Agustin, de la Florida, a 10 de Mayo, de 1819.

ANDRES BURGEVIN.

[Here follows the plat of survey of 16,000 acres of land.]

TRANSLATION.

Don Andres Burgvein, resident of this place, and surveyor, nominated by decree of this government.

I certify that the annexed plat represents a piece of land which contains sixteen thousand acres of land situated on the west side of the river St. John's, at a place where there is a spring and creek of fresh water, west of the Fienda vieja, alias old store, granted to Don Roberto McHardy, to establish a water saw-mill, the eighth day of November, 1814.

In testimony whereof, I give these presents in St. Augustine, Florida, the 10th of May, 1819.

ANDRES BURGEVIN.

St. Augustine, 21st May, 1830. I certify that the preceding is a correct translation and description of the survey and certificate annexed.

A. GAY,
Translator and Intr. of the Supr. Court.

No. 11.

Grant to Younge, Spanish and English.

Offered and read on behalf of Claimants.

Senor GOBERNADOR:

Don Enrique Younge, comerciante de este Pueblo, con el debido respete a va. se presenta y dice, que deseando suplio la notable falta de maderas aserradas en este Pueblo, tanto para su consumo como para el giro del comercio, ha intentado fabricao una siena de agua en el cano del Rio de San Juan nombrado Black creek, que se halla vacante, y como le es preciso antes de inetase en unos gastos tan crecidos como de ocho a diez mil pesos, tener aseguranza en una cantidad de pinal suficiente para el consumo de la Fabrica, y para el suplimiento de maderas para su corte, hasta a lo menos indemnificale en tales costos, y como va. conoce muy bien los beneficios y ventajas generales que resultaran de semejantes ateneiones industriosas. A Va. suplica se sirva hacerle la gracia de su superior permiso para esta construccion en el parage que cita, y el terreno para su abasto que hay en el tiro de dos y media millas por todos lados de la maguina, que sera formando un quadro de cinco millas. Es favor que espera merecer de la bondad de Va. Fernandina ocho de enero de mil ochocientos diez y seis.

ENRIQUE YOUNGE.

San Augustin, 15 de Febrero, de 1816. Teniendose en consideracion el beneficio y utilidad que deve redundar en fomento de la provincia, si se verifica lo que Don Enrique Younge propone, se le concede, sui perjuicio de tercero que pueda construir una siena de agua en el cano del Rio de San Juan nombrado Black creek, pero con la precisa condicion de que en el interim no plantifique decha maguina setendra como por no hecha esta conecsion; y sui ningun

valor in efecto hasta que no llegue aquel evento, que entonces para no perjudicarle en los crecidos costos que prepara podra hacer uso de los pinos y quales quiera otra madera que comprehenda dentro del quadro de las cinco millas que solicita, cuyo aprovechamiento lo disfautara para dicha siena, sui que otra persona le pueda desfalcar cosa alguna, despa chandosele la correspondiente certificacion.

COPPINGER.

I, Antonio Alvarez, keeper of the public archives, residing in the city of St. Augustine, Florida, do hereby certify the foregoing to be a true and correct copy of the original document on file in my office.

Witness my hand and seal of office, at St. Augustine afore-
[L. S.] said, this eighteenth day of May, A. D. one thousand eight hundred and twenty-nine.

ANTONIO ALVAREZ.
K. of the P. A.

TRANSLATION.

His Excellency the GOVERNOR:

Don Enrique Younge, a merchant of this town, with due respect, represents to your excellency, that, wishing to supply the evident want of sawed timber which is felt in this town, not only in relation to the home consumption thereof, but also for the purposes of trade, he has intended to erect a water saw-mill in the creek of the river St. John's, called Black creek, which at present is vacant; and as it is necessary for him, before he embarks in so large expenditures, which may amount to about eight or ten thousand dollars, to secure a certain quantity of pine land for the purpose of building, and the supply of the saw, and to indemnify himself, at least, for the said expenditures; and as your excellency is well aware of the advantages and the utility in general which will result from similar enterprises, your petitioner supplicates your excellency be pleased to favor him with your superior license for the erection of the said machinery in the place aforesaid, and a sufficient tract of land for the supply thereof, such as is comprehended within two miles and a half on all sides of the machinery, which will form a square of five miles. This favor he hopes to receive from the goodness of your excellency. Fernandina, on the eighth of January, one thousand eight hundred and sixteen.

ENRIQUE YOUNGE.

Decree.

St. Augustine, 15th February, 1816. In consideration of the utility and benefit which the province will receive, if what Don Enrique Younge proposes is carried into execution, it is granted to him, without prejudice to a third party, that he may erect a water saw-mill in the creek of the river St. John, called Black creek, but with the precise condition, that until the said machinery is

erected, this grant will be considered null and void, and of no value or effect, until the said event takes place, and than in order that he may not be injured by the great expenditures he is preparing, he will have the faculty of using the pines and any other timber comprehended within the square of the five miles he solicits, the benefit of which, he will enjoy for the said saw-mill, without any other person having the faculty of taking any thing therefrom, and the corresponding certificate will be issued to him.

COPPINGER.

St. Augustine, 5th August, 1829. I certify that the above is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Super. Court.

Certificate of Survey, Spanish and English.

Don Jorge Clarke, &c. Certifico, que tengo medido y deslindado a Don Enrique Younge cinco millas en quadro de tiena, igual a diez y seis mil acres, que le fueron concedido por el gobierno para su construccion de ma maguina de asenar mederas, en el parage nombrado Black creek, que desagua al Rio de San Juan por la parte al Oneste, cuyo teneno conforme en sus circumstancias con el plano siguiente, y su examplar conservado en el libro de mediciones a mi cargo. Fernandina, 15 de Junio de 1816.

JORGE I. F. CLARKE.

[Here follows a plat of survey for 16,000 acres of land.]

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original now on file in my office, to which it was transferred according to law, by the register and receiver of the land office, while acting as land commissioners, as part of the papers relative to private land claims in East Florida aforesaid.

Witness my hand and seal of office at the city of St. Augustine, Territory of Florida, this twenty-fourth day of July, A. D. one thousand eight hundred and thirty-five.

[L. S.]

ANTONIO ALVEREZ, *K. P. A.*

TRANSLATION.

DON GEORGE CLARKE, &C.:

I certify that I have measured and bounded to Don Enrique Younge, five miles square of land, equal to sixteen thousand acres of land, that were granted to him, by the government, for the construction of a machine for sawing timber at the place called Black creek, which empties into the river St. John's, on the west side; which lands agrees in its circumstances with the following plat, and its copy preserved in the book of surveys in my charge.

Fernandina, 15th of June, 1816.

JORGE I. F. CLARK.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
In. and Tr. Sup. Court E. D. F.

No. 12.

Grant to Kingsley, Spanish and English.

Offered and read on behalf of Claimants.

SENOR GOBERNADOR:

Don Zephania Kingsley havitante de esta Provincia con debido respeto a vuestra merced se presenta y dice: que deseandar fabricar una sierra de agua en el cano de Rio de San Juan llamado magirts, que se halla vacante; y como le es preciso tener aseguranza en una cantidad de maderas suficiente para el consumo de la fabrica y del establecimiento.

A. V. suplica se sirva hacerle la gracia de su superior permiso para esta construccion en el parage que cita con su area de tierra de cuico millas en quadro o su equivalente para su continuado abasto en las maderas, lindando al sud este y suo con tierras concedidas a un tal Ferguson y con el Lago del Doctor, al sud oeste y oeste con tierras realengas, al norte con tierras de Don Juan McIntosh y al este con tierras del dicho Kingeley y el Rio de San Juan: El favor que espera merecer de la bondad de vuestra merced. Fernandina 20 de Noviembre de 1816.

Signed Z. KINGSLEY.

San Agustine, 2 de Deciembre de 1816. Teniendose en consideracion el beneficio y utilidad que lebe redundar en fomenete de la Provinca si se verifica lo que Don Zephaniah Kingsley propone, se le concede sui perjaicio de tercero qe. puedar construir una sierra de agua en el cano del Rio de San Juan llamado magirts, pero con la condicion precisa de que en el interim no plantifique dicha maguina se tendra como por no hecha esta concession, y sui ningura valor ni efecto hasta que no llegue aquel evento, que entances para no perjudicarle en los crecidos costos que prepara podra hacer uso de los pinos que comprehende dentro del quadro de las cinco millas que solicita, cuyo aprovechamiento lo disfrutara para dicha sierra sui que otra persona le pueda desfalcar cosa alguna: despachesele por Secretaria la correspondiente certificacion.

Signed COPPINGER.

I, Antonio Alvarez, keeper of the public archives, residing at the city of St. Augustine, Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine aforesaid, this thirteenth day of March, in the year of our Lord one thousand eight hundred and twenty-nine.

[L. S.]

ANTONIO ALVAREZ, *K. of the P. A.*

[REC. XLIV. J. T. 1841.]—24

TRANSLATION.

His Excellency the GOVERNOR:

Don Zephania Kingsley, an inhabitant of this province, with due respect appears before your excellency, and says: That wishing to erect a water saw-mill in that creek of the river St. John's, called Magirt's, on a vacant place, and it being necessary for that purpose, to secure a quantity of timber sufficient to supply said mill and establishment, he supplicates your excellency be pleased to favor him with your superior permission to build the same in the place aforesaid, with its area of five miles square of land or the equivalent thereof, for its continual supply of timber, bounded southeast and south by lands granted to a Ferguson and Doctor's Lake, southwest and west by vacant lands, north by Don Juan McIntosh's lands, and east by lands of the said Kingsley and river St. John's. Which favor he hopes to receive from the goodness of your excellency. Fernandina, 20th November, 1816.

Z. KINGSLEY.

Decree.

ST. AUGUSTINE, 2*d December*, 1816.

Considering the advantage and utility which is to accrue to the province, if that is effected, which Don Zephania Kingsley proposes to do, it is hereby granted to him, that, without prejudice of a third party, he may build a water saw-mill in that creek of the river St. John's, called Magirt's, under the precise condition however, that until he builds said mill, this grant will be considered null and void; and when the event takes place, then, in order that he may not suffer by the expensive preparations he is making, he will have the faculty of using the pines comprehended within the square of five miles which he solicits, for the supply of said saw-mill, and no other person will have a right to take any thing from it: Let the corresponding certificate be issued to him from the secretary's office.

COPPINGER.

I certify that the preceding is a correct translation of the Spanish document annexed. St. Augustine, 15th March, 1829.

A. GAY,
Translator and Intr. of the Superior Court.

Certificates of Survey, Spanish and English.

Don Jorge Clarke, teniente de milicias de San Agustin de la Florida y agrimensor general de dicha provincia por nombramiento de su gobierno.

Certifico que tengo medido y deslindado a Don Zephaniah Kings-

ley dos millas en quadro de tierra entro los canos de Boggy swamp y Clapboard creek, en parte de mayor cantidad que le fue concedido por el gobierno para la construccion y suplimiento de una sierra de agua por no haver suficiente tierra realenga en el parage citado en dicha concesion fecha en 2 de Deciembre de 1816, cuyo terreno se halla conforme al plano siguiente y su exemplar conservado en el libro de mediciones a mi cargo. Ribera de Santa Maria, 27 de Marzo de 1818.

Signed JORGE I. F. CLARKE.

[Here follows a plat of survey for 2,500 acres of land.]

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original now on file in my office, to which it was transferred according to law, by the register and receiver of the land office, while acting as land commissioners, as part of the papers relative to private land claims in East Florida aforesaid,

Witness my hand and seal of office, at the city of St. Augus-
[L. S.] tine, Territory of Florida, this fifteenth day of April, A. D. one thousand eight hundred and thirty-five.

ANTONIO ALVAREZ, *K. P. A.*

TRANSLATION.

Don George Clarke, lieutenant of militia of St. Augustine, Florida, and surveyor general of said province, by appointment from his government.

I certify that I have measured and delineated to Don Zephaniah Kingsley, two miles square of land between Boggy swamp and Clapboard creek, in part of a greater quantity which was granted to him by the government for the construction and supply of a water saw-mill, there not being vacant land sufficient at the place named in said concession, dated the second of December, one thousand eight hundred and sixteen; which land is conformable to the following plat, and its original, kept in the file book, under my charge. St. Mary's river, 27th of March, 1818.

Signed GEORGE I. F. CLARKE.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
In. and Tr. Sup. Court E. D. F.

Don GEORGE CLARKE, &c.

Certifico que tengo medido y deslindado a Don Zephaniah Kingsley dos millas en quadro de tierra de pinal al oueste del pantomo de doce millas, en parte de mayor cantidad que le fue concedido por el gobierno para construccion y suplimiento de una sierra de agua;

por no haver suficiente tierra en el parage citado en la dicha concesion, fha dos de Deciembre de 1816; cuyo terreno deslinda por el leste con otras tierras que tierre este mismo interesado en dicho pantano; y conforma con el plano siguiente y su exemplar conserrado en el libro de mediciones de mi cargo. Rivera de Sta. Maria 2 de Abril de 1818.

Signed JORGE I. F. CLARKE.

[Here follows a plat of survey of 2,560 acres of land.]

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original now on file in my office, to which it was transferred according to law, by the register and receiver of the land office, while acting as land commissioners, as part of the papers relative to private land claims in East Florida aforesaid.

Witness my hand and seal of office, at the city of St. Augus-
[L. S.] tine, Territory of Florida, this fifteenth day of April, A. D. one thousand eight hundred and thirty-five.

ANTONIO ALVAREZ, *K. P. A.*

TRANSLATION.

Don GEORGE CLARKE, &c.:

I certify that I have measured and delineated to Don Zephaniah Kingsley, two miles square of pine land on the west of Twelve Mile Swamp, in part of a greater quantity which was granted to him by the government, for the construction and supply of a water sawmill, there not being land sufficient at the place named in the said concession, dated the second of December, one thousand eight hundred and sixteen; which land is bounded on the east by other lands, which this same party interested has in said swamp, and agrees with the following plat, and its original, kept in the filed book under my charge. St. Mary's river, 2d of April, 1818.

Signed GEORGE I. F. CLARKE.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Int. and Tran. Sup. Court E. D. F.

Don Jorge Clarke, capitan del partido septentrional de la Florida al leste y agrimensor general de la provincia, por comisiones de su gobierno, certifico: que tengo medido y destindado a Don Zephaniah Kingsley, diez mil ochocientos y ochenta acres de tierra por la parte al norte y la del oeuste de la laguna nombrado laguna del Doctor, por completo de diez y seis mil acres que le fueron concidido por el gobierno en dos de Deciembre de mil ochocientos diez

y seis, para la construccion de sierra de maderas, cuyo terreno conforma con el plano siguiente y su exemplar que conservo. Partido Septentrional, ocho de Febrero de mil ochocientos viente y uno.

Signed JORGE I. F. CLARKE.

[Here follows a plat of survey of 10,880 acres of land.]

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original now on file in my office, to which it was transferred according to law, by the register and receiver of the land office, while acting as land commissioners, as part of the papers relative to private land claims in East Florida aforesaid.

Witness my hand and seal of office, at the city of St. Augus-
[L. S.] tine, Territory of Florida, this fifteenth day of April, A. D. one thousand eight hundred and thirty-five.

ANTONIO ALVAREZ, *K. P. A.*

TRANSLATION.

Don George Clarke, captain of the northern district of East Florida, and surveyor general of the province, by commission from his government. I certify that I have measured and bounded to Don Zephaniah Kingsley, ten thousand eight hundred and eighty acres of land, on the north and west side of Doctor's Lake, to complete sixteen thousand acres that were granted to him by the government on the second of December, one thousand eight hundred and sixteen, for the construction of a sawmill; which land conforms with the following plat, and its original, which I preserve.

Northern District, eighth of February, one thousand eight hundred and tweny-one.

Signed GEORGE I. F. CLARKE.

I certify the foregoing to be a true and correct translation of the Spanish document hereunto annexed.

JOS. S. SANCHEZ,
Int. and Trans. Sup. Court E. D. F.

No. 13.

Grant to Darley, Spanish and English.

Offered and read on behalf of Claimants.

MEMORIAL.

Senor GOBERNADOR:

Don Santiago Darley natl. de la Gran Britana con el debido, respeto a V. S. dice: Que con las miras de establecerse en esta Provincia vaxo la proteccion de S. M. C. conoce las muy importantes ventajas que resultaran al comercio de ella en el renglon de maderas si se establecen maquinas de aserrar tanto para el consumo

interior como para el exterior y descando dedicad sue atenciones y fondos a este objeto quando se halle con el correspondiente derecho, pide y suplica a V. S. se sirva mercedarle desde ahora en absoluta propiedad seis millas en quadro de terreno en el parage nomdrado Dun's Lake en el Rio de San Juan para el efecto citado de establecer dichas maguinas; cuya gracia espera merecer de la justificacion de V. S. San Agustin de la Florida, 10 de Nove. de 1817.

JAMES DARLEY.

Decreto.

San Agustin, 10 de Novieme. de 1817. Teniendose en consideracion el veneficio y utilidad que debe redundar en formento de esta Provinca lo que el interesado propone, se le concede en absoluta propiedad las seis millas en quadro de tierra que solicita para dicha sierra de agua, y para su logro despachesele por secretaria copia certificada de esta instancia y decreto que le servira de titulo en forma.

COPPINGER.

Don Tomas de Aguilar subte. de Infarteria y Secretario del Gobierno de esta Provincia por S. M.

Certifico, que la anterior copia se halla fielmente sacada del original, y en cumplimiento de lo mandad en el anterior decreto doy la presente en San Agustin de la Florida a diez de Noviembre de mil ochocientos diez y siete.

Signed TOMAS DE AGUILAR.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of a document, filed with the papers relative to private land claims in East Florida, delivered to me, according to law, by the register and receiver of the land office.

Witness by hand and seal of office, at the city of St. Augus-
[L. S.] tine, Terrirory of Florida, this twenty-third day of November, A. D. one thousand eight hundred and thirty.

ANTONIO ALVAREZ, *K. of the P. A.*

TRANSLATION.

MEMORIAL.

To His Excellency the GOVERNOR:

Don James Darley, a native of Great Britain, with the respect due to your excellency, says: That with the view of settling himself in this province, under the protection of his Catholic majesty, knowing the very great advantages that would result to the commerce of it from the article of lumber, if machinery for sawing is erected, for sawing for the consumption of the province, as well as for exportation, and wishing to dedicate his attention and funds to

this object, whenever he may be in possession of the necessary right; he asks and supplicates your excellency, will be pleased to grant him, from this time, in absolute property, six miles square of land, at the place called Dum's lake, upon the river St. John's, for the purpose aforesaid, of establishing said machinery; which favor, he hopes to merit from the justice of your excellency.

St. Augustine, Florida, 10th of November, 1817.

JAMES DARLEY.

Decree.

ST. AUGUSTINE, 10*th of November*, 1817.

Taking into consideration the benefit and utility which ought to result by the improvement of this province by what the petitioner proposes, there are granted to him, in absolute property, the six miles square of land which he solicits for said water saw-mill; and that it may be effected, let there be issued to him, from the secretary's office, a certified copy of this petition and decree, which will serve him as a title in form.

COPPINGER.

Thomas de Aguilar, sub-lieutenant of infantry and secretary of the government of this province by his majesty:

I certify that the preceding copy is faithfully made from the original; and in compliance with what is ordered in the preceding decree, I give the present in St. Augustine, Florida, 10th of November, one thousand eight hundred and seventeen.

THOMAS DE AGUILAR.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
In. and Tr. Sup. Court, E. D. F.

Certificate of Survey, Spanish and English.

ORIGINAL.

Don Jorge Clarke, capitan del partido septentrionel de la Florida al Leste, y agrimensor general de decha provincia, por comisiones de su gobierno.

Certifico, que tengo medido, y deslindado a Don Santiago Darley, seis millas en quadro de tierras, que son equivalente a viente y tres mil y quatro acres, por la parte al Oueste de la laguna de Dunn lindado por las aguas de decha Laguna muy arriba, que le fueron concedidos por el gobierno en diez de Noviembre del presente ano; cuyo terreno conforma con el plano que sigue, y su exemplar que concervo partido septentrionel, 21 de Deciembre de 1817.

JORGE I. F. CLARKE.

[Here follows a plat of survey of a square of six miles, or 23,004 acres.]

TRANSLATION.

I, Don Jorge Clarke, captain of the northern district of East Florida, and by the government thereof appointed surveyor general of said province, do certify that I have surveyed and delineated for Santiago Darley, a square of six miles of land, equal to twenty-three thousand and four acres, on the west part of Dunn's Lake, contiguous to the waters thereof in its upper part, which lands were granted to him by the government on the tenth of November of the present year; said tract is conform to the following plot, and to the copy thereof which I keep. Northern District, 21st December, 1817.

JORGE I. F. CLARKE.

St. Augustine, 30th June, 1830. I certify the preceding is a correct translation and delineation of the Spanish document annexed.

A. GAY,
Transtator and Intr. of the Superior Court.

No. 14.

Grant to Breward, Spanish and English.

Offered and read on behalf of Claimants.

MEMORIAL.

Senor GOBERNADOR:

Don Juan Breward habitante de esta provincia, con el mas sumiso respeto a una dice, que tierre ententado establecer una cierra de madera para el abasta del comercio y de la provincia, lo qual desea situar sobre la ribera de San Juan en el cano conocido por el nombre de cano chico de Sabinas; y mediante a que dicha fabrica tan costosa necesita asegurar en tierras y maderas lo suficiente a cubrir los crecidos gastos que en plantificarla se requiere y toda siendo en beneficio de la provincia; por tanto a venel rendidarmente suplica se sirva concederle lo acustumbrado cuico millas en quadro de tierra, o su equivalente, destinandole diez mil acres en las immediaciones del citado parage y los restantes seis mil acres en Cedar swamp por la parte del oeste del Rio de San Juan y en Cabbage hammac por la parte del este del mismo Rio. Es gracia que espera merecer de la justificacion de vmd. San Agustin de la Florida viente, y tres de Agosto de mil ochocientos diez y seis.

JUAN BREWARD.

Decreto.

San Agustin de la Florida viente y quatro de Agosto de mil ochocientos diez y seis. En consideracion al vereficio y utilidad que debe redundar en fomento de la provincia si se verifica lo que el

interesado propone concedesele sui perjuicio de tercero las tierras y el permiso que solicita pero con la precisa condicion que entre tanto no plantifique otra maguina no tendra derecho absoluto en ellas, y para no perjudicarle en los crecidos costos que prepara interim verifica su fabrica ninguna persona le desfalcara cosa alguna de esta concesion, y para su resguardo despachesele par la secretaria la correspondiente certificacion.

COPPINGER.

Don Tomas de Aguilar subteniente de exercito y secretario del gobierno de la plaza de San Agustin y provincia de la Florida oriental por S. M.

Certifico, que la anterior copia se halla sacada fielmente del original que existe en la secretaria de mi cargo; y en complimiento de lo mandado doy la presente en San Agustin de la Florida a viente y quatro de Agosto de mil ochocientos diez y seis.

Signed TOMAS DE AGUILAR.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of a document filed with the papers relative to private land claims in East Florida, delivered to me according to law, by the register and receiver of the land office.

Witness my hand and seal of office, at the city of St. Au-
[L. S. gustine, Territory of Florida, this twenty-third day of November, A. D. one thousand eight hundred and thirty.

ANTONIO ALVAREZ, *K. P. A.*

TRANSLATION.—*Memorial.*

Senor GOVERNOR:

Don Juan Breward, an inhabitant of this province, with the most submissive respect to your excellency says, that he intends to establish a mill to saw lumber for the supply of commerce, and of the province, which he wishes to situate upon St. John's river, on the creek known by the name of Little Cedar creek: and whereas said costly fabric requires to secure, in lands and timber, what may be sufficient to cover the great expenses which are necessary to build it; and it being all for the benefit of the province, therefore, he humbly prays your excellency will be pleased to grant him the usual five miles square of land, or its equivalent, destining to him ten thousand acres in the neighborhood of said place, and the remaining six thousand acres in Cedar swamp, on the west side of St. John's river, and in Cabbage hammoc, on the east side of said river. It is a favor which he hopes to merit from the justice of your excellency. St. Augustine, Florida, twenty-third of August, one thousand eight hundred and sixteen.

JUAN BREWARD.

Decree.

ST. AUGUSTINE, *Florida, 24th of August*, 1816.

In consideration of the benefit and advantages which ought to result in favor of the province, if what the interested proposes, is effected. The lands and permission which he solicits, is granted to him without injury to third persons, but with the express condition that he shall not have the absolute right to them until he erect said machine; and, not to prejudice him in the large expenditures which he prepares while he effects his building, no person shall defalcate any thing from this concession; and, for his security, let there be issued to him, through the secretary's office, the corresponding certificate.

COPPINGER.

Don Tomas de Aguilar, ensign of the army, and secretary of the government of the city of St. Augustine, and province of East Florida, by his majesty.

I do certify that the preceding copy is faithfully taken from the original which exists in the secretary's office under my charge; and in compliance with what is ordered, I give the present in St. Augustine, Florida, twenty-fourth of August, one thousand eight hundred and sixteen.

TOMAS DE AGUILAR.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS. S. SANCHEZ,
Intr. and Trans. Supr. Court, E. D. F.

Certificates of Survey, Spanish and English.

ORIGINAL.

Don Jorge Clarke, capitan del partido septentrional de la Florida del leste, y agrimensor general de dicha provincia, por comisiones de su gobierno.

Certifico, que tengo medido y destindado a Don Juan Breward siete mil acres de tierra entre los canos nombrados Cedar creek y Dunn's creek, por la parte al norte del Rio de San Juan, en parte de mayor cantidad que le fueron concedido para construccion de una maguina de aserrar maderas, en viente y quatro de agosto de mil ochocientos diez y seis; y conformen con el plano que sigue y su exemplar que concervo en el libro de mediciones. Fernandina, 27 de Mayo, de 1817.

JORGE I. F. CLARKE.

[Here follows a plat of survey of 7,000 acres of land.]

TRANSLATION.

I, Don Jorge Clarke, captain of the northern district of East Florida, and commissioned surveyor general of said province by the government thereof, do certify, that I have surveyed and delineated, for Don Juan Breward, seven thousand acres of land, between the branches called Cedar creek and Dunn's creek, on the northern part of the river St. John, in part of a larger quantity which were granted to him for the erection of a water saw-mill, on the twenty-fourth of August, one thousand eight hundred and sixteen; and they are conform to the following plot, and to the original thereof, which I keep in the register of surveys. Fernandina, 27th of May, 1817.

JORGE I. F. CLARKE.

St. Augustine, 23d March, 1830. I certify that the preceding is a correct representation of the survey, and a faithful translation of the certificate contained in the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

ORIGINAL.

Don Jorge Clarke, capitan del partido septentrional de la Florida al leste, y agrimensor general de dicha provincia, por comisiones de su gobierno.

Certifico, que tengo medido y destindado a Don Juan Breward, tres mil acres de tierra por la parte al norte del rio de San Juan, y al leste del camino real del dicho rio a el de Santa Maria, en parte de mayor cantidad que le fueron concedido para la construccion de una maguina de aserrar maderas; y conformen con el plano presente, y su exemplar que concervo. Partido septentrional, Agosto 28, de 1819.

JORGE I. F. CLARKE.

[Here follows a plat of survey of 3,000 acres of land.]

TRANSLATION.

I, Don Jorge Clarke, captain of the northern district of East Florida, commissioned surveyor general of said province, by the government thereof, do certify that I have surveyed and delineated, for Don Juan Breward, three thousand acres of land on the northern part of the river St. John, and east of the royal road leading from said river to St. Mary's, in part of a larger quantity which was granted to him for the erection of a water saw-mill; and they are conform to the present plot, and to the original thereof, which I keep. Northern District, 28th August, 1819.

JORGE I. F. CLARKE.

St. Augustine, 23d March, 1830. I certify that the preceding is a correct representation and translation of the Spanish document annexed.

A. GAY,
Translator and Interpreter of the Sup'r Court.

ORIGINAL.

Don Jorge Clarke, capitan del partido septentrional de la Florida al leste, y agrimensor general de dicha provincia por comisiones de su gobierno.

Certifico, que tengo medido y destindado a Don Juan Breward, dos mil acres de tierra en Cedar Swamp, a la parte al oueste del rio de San Juan, y parage conocido por nombre de Sugar Town, en parte de mayor cantidad, que le fueron concedido como asseo apertineciente a una maguina de aserrar maderas, y conforma con el plano presente y su exemplar que concervo entre las mediciones a mi cargo. Partido Septentrional 10 de Octubre de 1819.

JORGE I. F. CLARKE.

[Here follows a plat of survey of 2,000 acres of land.]

TRANSLATION.

I, Don Jorge Clarke, capitan of the northern district of East Florida, and commissioned surveyor general of said province, by the government thereof, do certify that I have surveyed and delineated for Don Juan Breward, two thousand acres of land, in Cedar Swamp, on the west part of the river St. John, at a place known under the name of Sugar Town, in part of a larger quantity which was granted to him as corresponding to a water saw mill; and said lands are conform to the present plot, and to the original thereof, which I keep, with the surveys under my charge. Northern District, 10th October, 1819.

JORGE I. F. CLARKE.

St. Augustine, 23d March, 1830. I certify that the preceding is a correct representation and translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

ORIGINAL.

Don Jorge Clarke, capitan del partido septentrionel de la Florida del leste, y agrimensor general de dicha provincia, por comisiones de su gobierno.

Certifico, que tengo medido y destindado a Don Juan Breward, quatro mil acres de tierra en Cabbage Hammac, a la parte al leste del

rio de San Juan, y al sui del cano nombrado Dunn's Creek el que comunica la laguna de Dunn con el dicho rio, por completo de diez y seis mil acres que le fueron concedido por el gobierno, en 24 de Agosto de 1816, para la construccion de una sierra de agua; y conformen con el plano presente y su exemplar que concervo. Partido Septentrional, 19 de Abril de 1820.

JORGE I. F. CLARKE.

[Here follows a plat of survey of 4,000 acres of land.]

TRANSLATION.

I, Don Jorge Clarke, captain of the northern district of East Florida, and commissioned surveyor general of said province by the government thereof, do certify that I have surveyed and delineated for Don Juan Breward, four thousand acres of land in Cabbage Hammoc, on the east part of the river St. John, and south of the branch called Dunn's Creek, which runs from Dunn's Lake to the said river; said lands being the complement of sixteen thousand acres of land which were granted to him by the government, on the 24th of August, 1816, for the erection of a saw mill; and they are conform to the present plot, and to the original thereof, which I keep. Northern District, 19th April, 1820.

JORGE I. F. CLARKE.

St. Augustine, 23d March, 1830. I certify that the preceding is a correct representation and translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 15.

Grant to Low, Spanish and English.

Offered and read on behalf of Claimants.

MEMORIAL.

Senor GOBERNADOR:

Don Juan Low, havitante de esta Provincia, con todo respeto a Vmd dice: Que lindando con su terreno situado en el Rio de Bell, hay un anollo conocido por el nombre de Doctor's Branch el qual es aproposito para establecer una sierra de agua y como que el suplicante puede, y desea construir, desde luego una sierra en el otro parage, si acaso puede obtener el superior permiso del gobierno la concecion de la acostumbrada cantidad de tierra para el abasta de maderas y la aseguranza a su favor de los crecidos gastos que son indispemables para su construccion y los riesgos a que quedara sugeta; a vmd rendidamente suplica se sirva concederle el apeo de tierras de cuico millas en quadro, o su equivalente que se ha

servido el gobierno senalar para semejantes obras beneficas al formento de la provincia, permitiendo que tome la cantidad de seis mil acres de ellas en las tierras vacantes que hay en la vecindad del citado Doctor's Branch; y el vestante que son diez mil acres, por la parte al nor-oueste de la cabeza o laguna de Indian river, que tambien se halla vacante, es gracia que suplica de la justa administracion de Vmd: San Agustin de la Florida, viente de Marzo, de mil ochocientos diez y seis.

JUAN LOW.

Decreto.

SAN AUGUSTIN, *seis de Abril, de mil ochocientos diez y seis.*

Teniendo en consideracion el beneficio y utilidad que redundara a la provincia si se verifica lo que el interesado propone, le concedo el permiso que pide tambien las tierras en los parages que cita con la precisa condicion que entretanto no plantifique la dicha maguina no tendra derecho absoluto en ellas pero interim verifica la dicha fabrica aprovechara de las dichas tierras y sus maderas sni qe. otra persona le puede desfalcar cosa algima. Despachesele por la secretaria la corrospondiente certificacion.

COPPINGER.

Don Tomas de Aguilar subteniente de exercito y secreto del Gobierno de la Plaza y Provincia de San Agustin de la Florida oriental por S. M.

Certifico, que la copia que antecede se halla fielmente sacada del original qe. existe en la secretaria de mi cargo; y en cumplimiento de lo mandado doy la presente en San Agustin de la Florida a seis de Abril de mil ochocientos diez y seis.

Signed TOMAS DE AGUILAR.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of a document filed with the papers relative to private land claims in Florida, delivered to me according to law, by the register and receiver of the land office.

Witness my hand and seal of office, at the city of St. Augus-
[L. S.] tine, Territory of Florida, this twenty-third day of November, A. D. one thousand eight hundred and thirty.

ANTONIO ALVAREZ,
Keeper of the Public Archives.

TRANSLATION.—*Petition.*

His Excellency the GOVERNOR:

Don John Low, inhabitant of this province, with due respect to your excellency, states: That bounding with his land on Bell's river, there is a creek known by the name of Doctor's branch, which

is suitable for the establishment of a water saw mill, and as the petitioner can and is desirous of constructing immediately a saw mill on said place, if he can obtain the superior permission of government and a grant of the accustomed quantity of land for its supply of lumber, and the assurance in his favor that the great expenses that are indispensable to its construction, and the risk to which he will be liable, will be compensated, he humbly prays your excellency will be pleased to grant him the portion of land of five miles square or its equivalent, which the government has been pleased to point out to similar works so beneficial to the improvement of the province, providing that he should take the quantity of six thousand acres in the vacant lands that are in the neighborhood of Doctor's branch, and the remainder, which are ten thousand acres, on the northwest side of the head or lagoon of Indian river, which is also vacant. This is a favor he supplicates of the just administration of your excellency. St. Augustine, of Florida, 20th of March, 1816.

JOHN LOW.

Decree.

ST. AUGUSTINE, 6*th April*, 1816.

Having in consideration the benefit and utility that would result to the province should it be executed as the petitioner proposes, I grant him the permission he asks likewise the lands at the places he mentions, with the precise condition that, until he erects the said machine, he will not have an absolute right in them, but until he executes said fabric he will have the benefit of the said lands and their lumber without any other person defalcating any part thereof. Let the corresponding certificate be issued to him from the secretary's office.

COPPINGER.

Certificate.

Don Thomas de Aguilar, lieutenant of the army and secretary of the government of the place and province of St. Augustine, of East Florida, by commission from H. M.

I certify that the antecedent copy is faithfully drawn from the original that exists in the secretary's office under my charge, and in compliance of the order, I give the present in St. Augustine of Florida, the 6th April, 1816.

THOMAS DE AGUILAR.

St. Augustine, 28th June, 1830. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,

Translator and Intr. of the Superior Court.

Certificates of Surveys, Spanish and English.

ORIGINAL.

Don Jorge Clarke, capitan del partido septentrional de la Florida al Leste, y agrimensor general de la provincia, por comision de su gobierno.

Certifico, que tengo medido y destindado a Don Juan Low, seis mil acres de tierra en el parage nombrado Doctor's branch, por el rio de Bell, en parte de mayor cantidad que le fueron concedido por el gobierno, en seis de Abril, del ano mil ochocientos diez y seis, para la construccion de una sierra de agua, como aparece por documento que concerva en si el dicho interesado y se halla este terreno conforme al plano siquiente y su exemplar que queda a mi cargo. Partido de Santa Maria, 23 de Deciembre de 1819.

JORGE I. F. CLARKE.

[Here follows a plat of survey of 6,000 acres of land.]

TRANSLATION.

I, Don Jorge Clarke, captain of the northern district of East Florida, and commissioned surveyor general of the government thereof, do certify that I have surveyed and delineated to Don Juan Low, six thousand acres of land, in the place called Doctor's branch, on Bell's river, in part of a larger quantity which was granted to him by the government, on the sixth of April, one thousand eight hundred and sixteen, for the erection of a water saw mill, as appears by documents which the interested party keeps to himself; and said tract is conform to the following plat and to the original thereof, which is left under my charge. District of St. Mary's, 23d December, 1819.

JORGE I. F. CLARKE.

St. Augustine, 23rd March, 1830. I certify that the preceding comprehends a faithful copy of the original plot, and correct translation thereof, and of the certificate annexed, the whole in conformity to the document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

ORIGINAL.

Don Jorge Clarke, capitan del partido septentrional de la Florida, al Leste, y agrimensor general de la provincia, por comision de su gobierno.

Certifico, que tengo medido y destindado a Don Juan Low, diez mil acres de tierra por el nor. oueste de la Cabeza de Indian river, y al oueste de las sabanas del cano nombrado North creek, que desaqua a la cabeza o laguna de dicha rio cuyo temeno, con otros seis mil acres en Doctor's branch por el rio de Bell, le fueron concedido, en seis de Abril de mil ochocientos diez y seis,

para la construccion de una sierra de agua; y costa en suo circumstancias conforme al plano siguiente, y su exemplar que conservo. San Agustin, 7 de Febrero, de 1820.

JORGE I. F. CLARKE.

[Here follows a plat of survey, of 10,000 acres of land.]

TRANSLATION.

I, Don Jorge Clarke, captain of the northern district of Florida, oriental, and commissioned by the government surveyor general of the province, do certify that I have surveyed and delineated for Don Juan Low, ten thousand acres of land, northwestwardly of the head of Indian river, and west of the prairies of the stream called North creek, which empties itself at the head or pond of said river, which tract of land, together with other six thousand acres situated on Doctor's branch of Bell's river, was granted to him on the sixth of April, one thousand eight hundred and sixteen, for the object of erecting a water saw mill, and in all its circumstances is conform to the following plot and to the original thereof, which I keep. St. Augustine, 7th February, 1820.

JORGE I. F. CLARKE.

St. Augustine, 22d March, 1830. I certify that the preceding is a correct copy and translation of the plot and certificate contained in the Spanish document annexed.

A. GAY,
Translator and Intr. of the Supr. Court.

No. 16.

Grant to Clarke, and Spanish English.

Offered and read on behalf of the Claimants.

SOR. GOBERNADOR:

Don Jorge Clarke, natural de esta Provincia, con el debido respeto a va. se presenta y expone: Que notando la suma falta de maderas aserradas que siempre ha reinado en esta provincia por su generatidad y mayormente en este pueblo, que en su consequencia se halla con solo la mitad de la poblacion hubiera vido si abundava este indispensable material, e impulsado por las ventajas generales que resultarian del maguinas trabajadas por animales, sobre las de agua, viento o fuego, por motivo de su menos costo, mas seguridad e adaptables a qualquiera situacion, he verificado de mi propria invencion y maniobra en este pueblo, una maguina con que quatro caballas asieria acho hilos a un tiempo despachando a razon de dos mill pies superficiales por dia, por tanto.

A. Vd. suplico se sirra concederme en titulo de propiedad el apeo

de tierra que vd. ha terrido a bien senclar a las maguinas de agua para sus abasto continuado formando una cantidad equivalente a cinco millas en quadro—cuyo terreno solicito por la parte al Oeste del Rio de San Juan, mar aniba de Black creek, y parage conocido por el nombre de White spring la que se halla totalmente vacante. Asi lo espero de la bondad de Vd. mediante a que con esta prueva de mi industria y trabajo, tengo dado al bien publico una invencion que por su mucho despacho, sencillez, y poco costo ofrece en esta mina de maderas las ventajas mas considerables, tambien a las Rentas Reales como al publico en sus costos, usos y comericio. Fernandina, 16 de Marzo de 1816.

Otro si. Para la constancia do le que tengo expuesto presento a Vd. la certificacion del Sove. Comandante politico y militar del este Pueblo que acompanaed supra.

Signed JORGE I. F. CLARKE.

SAN AUGUSTINE, 3*de Abril de* 1816.

Habiendose por este Gobierno concedido tierras a otros: individuos havitantes de la Provincia que las han pedido para a copio de maderas y su consumo en las sierras o artificios que intentan establecer pero con la condicion de que hasta que no se verifique la plantificacion de ellas no tendran efecto otras concesiones, y que con respecto a que Don Jorge Clarke, calafica por certificacion del comandante del Pueblo de Fernandina que ha construido una maguina de mucha utilidad que proportiona ventajas al fomento de aquilla Poblacion en que tanto interes deve tomar expedidas sobre la materia permisando a los industriosos y laboriosos para que a este exemplo se animar otros vecinos y pueda consequirise el cumento del ingenio, consedense el exprarado Don Jorge Clarke las cinco millas de tierra en quadro que solicita de las quales se le expedira titulo de absoluta propiedad comprehendiendose en el parage y basco de los linderos que se explican en esta instancia sui perjuicio de tercero.

Signed COPPINGER.

I, Antonio Alvarez, keeper of the public archives of East Florida, do hereby certify the foregoing to be a true and correct copy of the original on file in my office.

Witness my hand and seal of office, at the city of St. Augustine, Territory of Florida, this sixteenth day of July, A. D. one thousand eight hundred and forty.

[L. S.]

ANTONIO ALVAREZ, *K. P. A.*

TRANSLATION.

To his Honor the GOVERNOR:

Don George Clarke, a native of this province, with due respect appears before your honor and says, that remarking the extreme want of sawed lumber, which has generally prevailed in this pro-

vince, and particularly at this town, in consequence of which the population is but half of what it would be if this indispensable material had been more abundant; and being induced by the general advantages that would result from mills worked by animals over those worked by water, wind or fire, because they cost less, are more secure and adapted to any situation, I have accomplished one at this town of my own invention and workmanship, which with four horses saws eight lines at a time, and at the rate of two thousand feet per day; therefore, I pray that your honor will be pleased to grant me a title of property for the quantity of land your honor has deemed proper to assign to the water mills for their continued supply, forming a quantity equivalent to five miles square; which land I solicit on the western part of St. John's river above Black creek, and a place known by the name of White Spring, said land being entirely vacant. I hope to obtain this favor from your honor's goodness, because by this proof of my industry and labor, I have given for the public good an invention, which by its expediency, simplicity and small cost, offers from this source of lumber the most considerable advantages, as well to the royal revenues as to the public also, by the labor of cutting, use and trade. Fernandina, 16th March, 1816.

Again: For proof of what I have stated to your honor, I herewith present a certificate of the civil and military commander of this town, ut supra.

Signed JORGE I. F. CLARKE.

ST. AUGUSTINE, 3*d April*, 1816.

Lands having been granted by this government, to other individuals, inhabitants of this province, who have solicited them for the cutting of timber, and the use of the same for the saw mill or machines that they intend to establish, with the condition that said concession be without effect until these establishments shall have been made; and inasmuch as Don Jorge Clarke, proves, by certificate of the commandant of the town of Fernandina, that he has constructed a mill of great utility, which offers advantages to that settlement, which it is the duty and interest of the government to promote in accordance with royal orders issued on the subject, rewarding the industrious and laborious; as an example to encourage other inhabitants and procure the increase of the invention, let there be granted to the aforesaid Don Jorge Clarke, the five miles square of land that he solicits, for which a title in absolute property embracing the place and under the boundaries expressed in this petition, without injury to a third person.

COPPINGER.

I hereby certify that the foregoing is a correct translation of the annexed document written in the Spanish language. St. Augustine, July 14th, 1840.

JOHN M. FONTANE,
Translator.

Certificate of Survey, Spanish and English.

ORIGINAL.

Don Andres Burgevin, residente en la cuidad de San Augustin, de la Florida, y agrimensor autorizado por el gobierno para medicion de las tierras de Don Jorge Clarke.

Certifico, que tengo medido y deslindado al citado Don Jorge Clarke, ocho mil acres de tierra por la parte al oueste del rio de San Juan; empesando su medicion a la loca del cano nombrado Buckley, mas abasco de White Spring, y siguiendo, para aniba, la orilla del dicho rio hasta donde el camino publico, que va a alachua de Picolata, crusa el rio mencionado, en parte de diez y seis mil acres, el equivalente de cuico millas en quadro, que le fueron concedido en absoluta propiedad en seis de Abril del ano mil ocho cientos diez y seis, y conforma con el plano siquiente, y su exemplar archivado en la secretaria de este gobierno. San Augustin, 24 de Febrero, de 1819.

ANDEES BURGEVIN.

[Here follows a plat of survey of 8,000 acres of land.]

TRANSLATION.

I, Don Andres Burgevin, an inhabitant of the city of St. Augustine, of Florida, and commissioned by the government to survey the land of Don Jorge Clarke, do certify that I have surveyed and delineated for the said Jorge Clarke, eight thousand acres of land west of the river St. John's, the admeasurement beginning at the mouth of Buckley creek, below White Spring, and following upwards the margin of said river to the point where the public road from Picolata to Alachua crosses the said river, in part of sixteen thousand acres, equal to a five mile square, which were granted to him in absolute property on the sixth of April, of the year one thousand eight hundred and sixteen; said tract is conform to the following plat, and to the copy thereof, deposited in the secretary's office of this government. St. Augustine, 24th February, 1819.

ANDRES BURGEVIN.

St. Augustine, 3d July, 1830. I certify that the preceding is a correct translation and delineation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Supr. Court.

ORIGINAL.

Don Andres Burgevin, de la cuidad de San Agustin, en la Florida oriental, y agrimensor autorizado por el gobierno para la medicion de las tierras de Don Jorge Clarke.

Certifico, que tengo medido y deslindado a Don Jorge Clarke cuico mill acres de tierra en la parage nombrado Lang's Hammac, situado al sur de la laguna de Mizells por el oueste del rio de San Juan, en parte de mayor cantidad que le fueron concedidos en absoluta propiedad, por el gobierno, en seis de Abril de mil ochocientos diez y seis; y conforma con el plano siguiente, y su exemplar archivado en la secretaria de gobierno. San Agustin, 10 de Marzo, de 1819.

ANDRES BURGEVIN.

[Here follows a plat of survey of 5,000 acres of land.]

TRANSLATION.

I, Don Andres Burgevin, an inhabitant of the city of St. Augustine, of East Florida, and commissioned by the government to survey the lands of Don Jorge Clarke, do certify that I have surveyed and delineated for Don Jorge Clarke, five thousand acres of land in the place called Lang's Hammock, situated south of Mizzell's Lagoon, west of the river St. John, in part of a greater quantity which was granted to him by the government in absolute property on the sixth of April, one thousand eight hundred and sixteen; said tract is conform to the following plat, and to the copy thereof, deposited in the secretary's office of this government. St. Augustine, 10th March, 1819.

ANDRES BURGEVIN.

St. Augustine, 3d July, 1830. I certify that the within is a correct translation and delineation of the Spanish document annexed.

A. GAY,
Translator and Int'r of the Superior Court.

ORIGINAL.

Don Andres Burgevin de la cuidad de San Agustin, de la Florida, oriental y agrimensor, autorizado por el gobierno a pedimiento de Don Jorge Clarke, para la medicion de sus tierras.

Certifico, que tengo medido y deslindado a Don Jorge Clarke, tres mil acres de tierra en el parage nombrado Cone's Hammac, situado al sur de la laguna de Mizells, por el oueste del de rio San Juan, en complimiento de mayor cantidad que le fueron concedido por el gobierno, en absoluta propiedad, en seis de Abril del ano mil ochocientos diez y seis; y conforma con el plano siguiente, y su exemplar archivado en la secretaria de gobierno. St. Augustine, 12 de Marzo, de 1819.

ANDRES BURGEVIN.

[Here follows a plat of survey of 3,000 acres of land.]

TRANSLATION.

I, Don Andres Burgevin, an inhabitant of St. Augustine, of East Florida, and commissioned by the government at the request of Don Jorge Clarke to survey his lands, do certify, that I have surveyed and delineated to Don Jorge Clarke, three thousand acres of land in the place called Cone's Hammock, situated south of Mizzell's Lagoon, west of the river St. John, said lands being the complement of a greater quantity which was granted to him by the government in absolute property, on the sixth of April, of the year one thousand eight hundred and sixteen; said tract is conform to the following plat, and to the copy thereof, deposited in the secretary's office of the government. St. Augustine, 12th March, 1819.

ANDRES BURGEVIN.

St. Augustine, 3d July, 1830. I certify that the preceding is a correct translation and delineation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 17.

Testimony of Antonio Alvarez.

SUPERIOR COURT, *East Florida. July Term*, 1840.

PEDRO MIRANDA and others
vs.
THE UNITED STATES.

JULY 16, 1840.

Antonio Alvarez, keeper of the public archives, sworn as a witness on behalf of the claimants, in open court. Upon certificate and plat of survey to Bernardo Segui being presented to the witness, he says that he cannot say that this survey came from his office; there is no mark upon it by which he can identify it as having come from his office. Witness knows the handwriting of McHardy; the signature to the certificate of survey is in the handwriting of McHardy. McHardy was a surveyor frequently appointed to survey lands by order of the governor, under grants made. It was the general practice for the surveyor to give the party two copies of the survey; one was filed by the grantee in the escribano's office, and the other was kept by him. Witness adds, that if said certificate and plat of survey had been in his office, it came from the board of land commissioners, and must have been delivered by him under an order of the court. He has no knowledge that the said survey was ever in the escribano's office.

Upon certified copy of grant by Thomas de Aguilar to Robert McHardy, being shown to the witness, he says that said copy is in the handwriting of and signed by Thomas de Aguilar. Upon order

of survey in same case, signed by Governor Kindelan and McHardy, being presented to the witness, he says that the said signatures are in the handwriting of Kindelan and McHardy.

Examined by United States Attorney.

Witness states, that he knew Pedro Miranda. I understand he is now alive. Miranda is an old man now; I believe he must be more than sixty years old. Miranda formerly resided here. There were two pilots for the bar of this harbor in 1810. All vessels then paid nine dollars for coming in, and nine dollars for going out, which was divided between the two pilots, the fourteen oarsmen, and the exchequer; the pilots and oarsmen were also paid a salary by the government; the barque or pilot-boat belonged to the government. Witness states, that he cannot say whether Governor White was a good Spanish scholar; he was considered a man of talent, and spoke the Spanish fluently. Governor White did not mix much with the people.

Examined by the Court.

Witness states, that Pedro Miranda left this place upwards of thirteen years ago. Under the Spanish Government here, he was first second-pilot of the bar, and afterwards first-pilot of the bar. He was harbor-master at Fernandina, and I believe acted as harbor-master at this place.

Examined by United States Attorney.

Witness states: I cannot recollect how long in 1810 Mr. Miranda had been acting as pilot here. I believe he was second-pilot in 1810, as Mr. Besaro, the first-pilot, was then alive.

Examined by Claimants.

Witness states, that Miranda moved in the first circle of society here in 1810, and after. He was intimate with Governors Estrada, Kindelan, and Coppinger. Governor White was rather austere in his manner, and not likely to be intimate with any body. It was the duty of the pilot here, in Spanish times, before he went to the bar, and after he returned from the bar, to report to the governor; for which purpose any of the pilots could go to the governor, without the usual formalities. The first and second-pilots were generally considered gentlemen.

No. 18.

Offered on behalf of the Claimants.

Consisting of the memorial and grant to the Baron de Basthrop in the Spanish language, found at page 124 of Senate document No. 196, of the second session of the 25th Congress; the Certificate of

Survey, found in same document at page 126; and the Plat of Survey attached to said document: objected to by the counsel for the United States, and not admitted by the court.

Also, a translation of the said memorial and grant, found at page 951 of Clarke's Land Laws: which was read without objection.

Grant to Bastrop in Spainish.

Spanish Government to Baron de Bastrop, grant of twelve square leagues.

Senor GOBERNADOR:

El Baron de Bastrop deseoso de promover la poblacion y agricultara del Oauchita y proximo a passar a los Estados Unidos de America, para concluir el plan de emigration que tiere projetado y agressar con sus familias hace presente a V. S. que es absolutamente indispensable que por parte del Gobierno se destina un districto como de unas doce leguas quadradas en las que queda incluso el Bayou Siard y sus ceranias al fin de que sin el menor obstraculo ne embarazo puedam irse collocando en ellas las familias que el supplicante vaya trayendo baxo la Expresa condicion que concessiones de tierra hace de ser Gratis y por que ninguno titulo o pretexto exedan la quantidad ce quatrociento arpanes quadrados a la mas con el objeto impedir la introducion de negros y fabrica de anil que en aqueb parage serian absolutamente contrarios y perjudiciosos a la cultura del rigo y harian irremediabelmente perder al supplicante las gastos de su Establecimiento, y gualmente suplica a V. S. se sirva accordar la permission de exportar para la Havana las harinas que se fabricaran en los molinos del Ouachita sin que le limite a venderlas precisamente en la Nueva Orleans, y puestos de esta provincia a menos que para la subsistencia de ellas sean necessarias pues en este caso deben siempre terrir la preferencia se hace tambien indispensable que el Gobierno se encarga de la conducion y sustenta de las familias que el supplicante entroduxe desde el puesto de Nueva Madrid hasta el Ouachita, en el que se tes suministravan algunos viveres para la subsistencia de los primeros meses y facititarles la primiera siembra de los frutos necessarios, accordando a los Habitantes no catolicos la libertad de consciencia de que gozan los de Baton Rouge, Natchez y otro districtos de esta provincia y serviendose el Gobierno finalmente fixar el numero de familias que el supplicante debe introducir. El procurar la tranquilidad y quetud de aquello Establecimiento removiendo de una vez quantos obstructos pudieran opponerse a estos interessantes objetos me ponen en el caso de representar a V. S. lo que llevo expuesto esperando que V. S. encontrara de estas dispositiones, el mejor servicio del Rey, y adelantamiento de la Provincia confiada a su mando, Nueva Orleans, 20 de Junio, 1796.

DE BASTROP.

Vistos los vantajos que deben resultar del establecimiento projectado por el Senor Baron de Bastrop el commandante del Ouachita Don Juan Filhial Senatara doce leguas en quadra mitad del lado del Bayou Siard y mitad del lado de enfrente del Ouachita para in colocando en ellas las familias que el enunciado Baron fuere dirigiendo bien intendido que a ninguna se he de dar mayor concession de tierra que la de quatro cientos arpanes quadrados a la mas gratis y libros de todo derecho, respecto a que el objeto de este establecimiento ha de ser solo para la cultura del trigo. Siendo libre la intracion de los productos de esta provincia no debe dudar el supplicante el que lo sera permitido Extraer la Harina que fabricarse en los molinos de Ouachita para la Havana y demas puertos permitidos para el libre comercio de esta provincia.

Se encargara el Gobierno de la condicion de las familias desde Nueva Madrid hasta el Ouachita y les daran los riveres que parezcan sufficientes para su manutencion durante seis meses y para proporcionarlos sus siembras, no seran moles tados en materia de Religion y permitido publicamente il culto Catholico Apostolico y Romano y podra el supplicante conducir hasta el numero de quinientos familias siempre que passados tres anos no su hubiera verificado la mayor parte del establecimiento se occuparan por las primeras familias que se presentan los doce leguas en quadro destinadas para los que enviara el Senor supplicante.

I, Samuel H. Harper, register of the land office for the eastern district of Louisiana, do hereby certify that the foregoing is a true and faithful copy of an original record now in my office, entitled "Registro de los primeros Decretos de concession 1795, '96, and '97. No. 8." Register Office, New Orleans, December 30th, 1822.

SAMUEL H. HARPER, *Register.*

Certificate of Survey to Bastrop, in Spanish.

Don Carlos Trudeau, Agrimensor Real y Praticular de la Provincia de la Louisiana, &c.

Certifico que el presente plano contiene ciento quarenta y quatro leguas planos de superficia cada lagua formando un quadrado que tierre por lado dos mille quinientas toesas medida de la ciudad de Paris, segun uso y costumbre de esta colonia cuyo terreno situado en el Puesto de Ouachita a como ochenta leguas mas amba, della embocadura del misono Rio en el Rio Colorado lindado dicho terreno a la parte del S. O. Con las orillas orientales del Rio y Bayous Ouachita a la Barthelemy y siard conforme a la linea Colorado bordando dichos rios y bayous, &c. Al sur por una linea designada del sur sesenta y cuico grados este, de tres leguas con un mile de larga a tomar desde la orilla (C) del bayou Siard hasta encuentra la altura della lettera (A) del mismo bayou Siard con el bayou Barthelemy dicho punto (A) sirviendo de Basa a linea del medimiento (A) (B) de doce Leguas de larga paraletamente al plano del bayou Barthelemy desde el

punto A, hasta el ultimo de dichos doce leguas terminandose al punto (B) embocadura del arroyo llamado bayou termino los limites (D E) (F G) son parallelos dirigidos Nord cinquenta y dos grados este sui atttendar a la variation della Bruxola variando este de ocho grados al Nord este y para que cousta doy la presente con el plano figurativo que acompana a favor del Senor Baron de Bastrop, Junio quatorze de mil Setecientos noventa y sieta anos.

CARLOS TRUDEAU, *Agr. Gl.*

Registrado en el libre A. F. °38 al No. 922 de las expediciones de apes y copiado de su original remitido doble a la secretaria del gobierno de orden verbal del Senor Commandante General el Senor Baron de Carondelet, ut supra.

CARLOS TRUDEAU.

I do hereby certify the above certificate and the plan hereunto annexed, to be exactly copied from the original, deposited among the records of the surveyor general of the State of Louisiana. New-Orleans, 20th December, 1822.

BOUCHON, *Surveyor General.*

Plat of Survey.

[Here is to follow the annexed plat of survey.]

[For plat see original, page 348.]

Translation of Grant to Bastrop.

Papers respecting Bastrop's Claim on Washita.

To the Governor General :

The Baron de Bastrop, desirous of encouraging the population and cultivation of the Ouachita and its neighborhood, of passing into the United States, to complete the plan of emigration which he has projected, and from thence to return with his family, makes known to your lordship that it is absolutely indispensable, on the part of the government, that a district be designated of about twelve leagues square, including the Bayou Liar and its vicinity, in which your petitioner may, without the least obstacle or delay, place the families he is about to bring in, on the express condition

that concessions of lands are made gratis, and under no title or pretext to exceed at most, four hundred arpens square, with a view to prevent the introduction of negroes, and the making of indigo, which, in that district, will be entirely contrary and prejudicial to the cultivation of wheat, and will cause your petitioner irrevocably to lose the expenses of his establishment.

Your petitioner prays also, that you will be pleased to grant him permission to export for the Havana, the flour which may be manufactured at the mills on the Ouachita without confining him to sell it absolutely in New-Orleans, and other ports in this province, unless it should be necessary for their subsistence, in which case they ought always to have the preference. It is also indispensable that the government should charge itself with the conducting and support of the families which the petitioner may introduce from the port of New-Madrid to Ouachita by furnishing them with some provisions for the subsistence of the first months, and assisting them to commence the sowing of their seeds; granting to those inhabitants who are not Catholics, the same liberty of conscience as is enjoyed by those of Baton Rouge, Natchez, and other districts of the province, and without fixing on the part of the government conclusively, the number of families which your petitioner is to introduce. The zeal which I feel for the prosperity and encouragement of the province, joined to a desire of securing tranquillity and quietude to that establishment, by removing at once whatever obstacles might be opposed to those interesting objects, have induced me to represent to you what I have here done, hoping that you will recognize, in these dispositions, the best service of the king, and the advancement of the province confided to your authority. New-Orleans, June 20, 1796.

DE BASTROP.

Seeing the advantages which will result from the establishment projected by Baron Bastrop, the commandant of Ouachita, Don John Fathiol, will designate twelve leagues square, half on the side of the Bayou of Liar, and half on the side opposite the Ouachita, for the purpose of placing there the families which the said Baron may direct, it being understood, that no greater concession of land is to be given to any one than four hundred square arpens at most, gratis, and free from all dues. With regard to the object of this establishment, it is to be for the cultivation of wheat alone. The exportation of the products of this province being free, the petitioner need not doubt that it will be allowed to him, for the flour which he may manufacture at the mills of the Ouachita to the Havana and other places open to the free commerce of this province. The government will charge itself with the conducting of the families from New Madrid to Ouachita, and will give them such provisions as may appear sufficient for their support during six months, and proportionably for their seeds. They shall not be molested in matters of religion, but the Apostolical Roman Catholic

worship shall alone be publicly permitted. The petitioner shall be allowed to bring in as many as five hundred families, provided that after the lapse of three years, if the major part of the establishment shall not have been made good, the twelve leagues square destined for those whom the petitioner may place there, shall be occupied by the families which may first present themselves for that purpose.

THE BARON DE CARONDELET. [L. S.]

Registered,

ANDRES LOPEZ ARMESTO.

No. 19.

Deposition of N. Brush.

Being the mesne conveyances, together with the proof taken of the execution thereof. Offered and read on behalf of the claimants without objection.

IN THE SUPERIOR COURT, *District of East Florida.*

In Chancery.

PEDRO MIRANDA *vs.* THE UNITED STATES. } Land claim.

The testimony of Nehemiah Brush, taken before Elias B. Gould, justice of the peace, and to be used in evidence on the trial of the above cause. Thos. Douglas, U. S. attorney, being present on behalf of defendant.

Nehemiah Brush, being duly sworn, says: That he is acquainted with Enoch Weswall, whose signature is affixed to the annexed deed, marked E. B. G. No. 1; that he has seen him write, and believes that said signature is in said Weswall's proper handwriting. Said Weswall is a resident of New York, and witness saw him in that city about a month ago. He is not now in this territory.

And witness further says, that the signature of Samuel Whiting, affixed to the annexed deed, marked E. B. G. No. 2, is in the proper handwriting of said Whiting, being personally known to him, and having seen him write, and he resides out of the territory, and is not now in it.

That the signature of Samuel Whiting to the annexed deed, marked E. B. G. No. 3, is also in the proper handwriting of the said Whiting, being personally known to him, and residing in the city of New York, and not now in the territory.

That the signature of Joseph F. White to the annexed deed, marked E. B. G. No. 4, is in the proper handwriting of said White; that he is personally known to witness, and that he resides in

New York, and is not now in this territory, and that he knows the signature of R. Nichols affixed as a subscribing witness to said deed is in the proper handwriting of said Nichols; that he resides at present in Philadelphia, as is not now in this territory.

That the signature of Enoch Weswall affixed to the deed, marked E. B. G. No. 5, is in the proper handwriting of said Weswall; that he is personally known to witness, and resides in New York, and is not now in this territory.

NEHEMIAH BRUSH.

Sworn to before me, the 6th March, 1830.

E. B. GOULD,
Justice of the Peace.

Deposition of Enoch Wiswall.

Enoch Weswall, being duly sworn, says that he is an inhabitant of the city of New York; that he is well acquainted with John L. Tiffany, whose name is subscribed to the annexed deeds above referred to, marked E. B. G. No. 2 and 3; that he knows the said signature of John L. Tiffany to be in his own proper handwriting; that he is an inhabitant of said city of New York, where he now resides, and was there when witness left New York a few weeks ago.

And he further says, that the signature of Joseph F. White, affixed to the annexed deed, marked E. B. G. No. 4, and the signatures of R. Nichols and Henry Hobert as subscribing witnesses, are in the proper handwriting of the said Joseph F. White, R. Nichols, and Henry Hobert; that they respectively reside in the city of New York, and believes that they are now in that city.

And the said Enoch Weswall further says, that the signatures of Joseph Delespine and Philo Andrews, affixed to the annexed deed, marked E. B. G. No. 6, and the signature of Perkin Nichols, as a subscribing witness thereto, are in the proper handwriting of the said Joseph Delespine, Philo Andrews, and Perkin Nichols; that he is personally acquainted with them, and that the said Nichols and Andrews now reside in the city of New York.

And he further says, that he is acquainted with James B. Murray, whose signature is affixed to the annexed deed, marked E. B. G. No. 7, and with John L. Mason, who is a subscribing witness thereto; that the signatures of said James B. Murray, and John L. Mason, are in their own proper handwriting; that the said John L. Mason now resides in New York.

And he further says, that he is acquainted with Robert Halliday, whose name is affixed to the annexed deed, marked E. B. G. No. 8, and with Perkins Nichols, who is a subscribing witness thereto; that the said signatures are in the proper handwriting of the said Robert Halliday, and the said Perkins Nichols; that said Nichols now resides in the city of New York.

Witness says, that he expected to leave Florida yesterday, and now expects to sail the first fair wind.

ENOCH WESWALL.

Sworn to before me the 25th October, 1830.

E. B. GOULD, *J. P.*

Deed—Miranda to Ogden.

PEDRO MIRANDA
to
DAVID B. OGDEN.

This indenture made the twenty-third day of November, in the year of our Lord one thousand eight hundred and twenty-two, between Don Pedro Miranda, of the city of St. Augustine, in East Florida, by Joseph Delespine and Philo Andrews, late of said city, his attorneys in fact by the following power of attorney to them duly made by the said Don Pedro Miranda, duly copied from the original, appears "know all men by these presents, that I, Don Pedro Miranda, of the town of St. Augustine, in the province of East Florida, have made, ordained, nominated, and appointed, and by these presents do make, authorize, nominate, and appoint my truly and well beloved friends, Joseph Delespine and Philo Andrews, now residing in St. Augustine, my true and lawful attorneys, for and in consideration of the goodwill I have to them, and for the further consideration of one dollar to me in hand by them duly paid, the receipt of which is hereby admitted, they are hereby made my joint attorneys, by these presents conveying to them an interest in the property hereafter described; and I do bind myself in consideration of the premises, never to revoke or in any manner annul the same, therefore, the said attorneys are hereby authorized in my name to enter upon, and take possession of a certain tract of land lying on, and adjoining the waters of Hillsborough and Tampa bays, in said province, containing a square of eight leagues, and also for me, and in my name to grant, bargain, and sell the same, or any part thereof, for such sum of money, and price, and on such terms as they may decree fit and proper, and for me, and in my name, to make, execute, and deliver good and sufficient deeds for the same, and every part thereof; and until the sale thereof, for me and in my name, to let and demise the same for such rent and other services as they may deem proper; and also for me, and in my name, to ask, demand, recover and receive all sums of money which shall become due or payable to me, by virtue of any such bargain, sale, or lease, and to have and use all lawful ways and means, in my name for the recovery thereof, by attachment, arrest, distress, or otherwise, and to compound, arbitrate, and agree for the same, and acquittances or other discharges for me, and in my name, to execute, seal, and deliver, and generally to do and perform every thing that may be necessary, in and

about the premises, as fully and amply to all intents and purposes, as I might or could do, were I personally present; and one or more attorneys under them, for the purposes aforesaid, to make and again at pleasure to revoke; and I do hereby ratify, allow, and confirm, all that my said attorneys shall jointly cause to be done in the premises by these presents.

In witness of which, I have set my name and seal, to these presents this thirty-first day of July, in the year of our Lord one thousand eight hundred and twenty.

PEDRO MIRANDA. [L. S.]

Sealed, signed, and delivered, in the presence of

BERNARDO SEGUI,"

DAVID B. OGDEN, of the city of New York, counsellor at law

of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of twenty-three thousand and forty dollars, current money of the United States of America, to him in hand paid, at or before the ensealing and delivery of these presents, by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part, his heirs, executors, and administrators forever released and discharged from the same by these presents, hath bargained, sold, aliened, released, remised, enfeoffed, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, enfeoff, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever, a certain tract or parcel of land situate, lying, and being in the Territory of East Florida, on the waters of Hillsborough bay, containing twenty-three thousand and forty acres of land, being part and parcel of a grant, made to the said party of the first part, by the late Spanish government of the late Spanish province of East Florida, of eight leagues square, on the waters of Hillsborough and Tampa bays, in said province, which grant was made on the twenty-sixth day of November, one thousand eight hundred and ten; which said tract of twenty-three thousand and forty acres of land, is known and designated on a map of said grant, made by Charles Vignoles, as township No. 15, in said map, being six miles square; together with all and singular the tenements, hereditaments, and appertenances whatever, unto the aforesaid and described premises, in any wise appertaining or belonging, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, dower, and right of dower, property, possession, claim, or demand whatsoever, as well in law as in equity of the said party of the first part, of, in, or to the same, and every part and parcel thereof, with the appurtenances. To have and to hold the above granted, bargained, and described premises, with their appurtenances unto the said party of the second part, his heirs and assigns,

to their own proper use, benefit, and behoof forever; and the said party of the first part, for himself, his heirs, executors, and administrators, doth covenant and agree, to and with the said party of the second part, his heirs and assigns, that he the said party of the first part, at the time of the sealing and delivery of these presents, is lawfully seized in fee simple, of a good absolute and indefeasable estate of inheritance, of and in all and singular the above granted, bargained, and described premises, with the appurtanances, and that he hath good right, full power, and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the said party of the second part, his heirs and assigns, shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the above granted premises, and every part and parcel thereof with the appertenances, without any let, trouble, suit, or molestation, eviction, or disturbance of the said party of the first part, his heirs or assigns, or any other person or persons lawfully claiming or to claim the same, and that the same now are free, clear, discharged, and unincumbered of, and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and incumbrances of any nature or kind, and the said party of the first part and his heirs, the above described and hereby granted and released premises, and every part and parcel thereof with the appurtnances, unto the said party of the second part, his heirs and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same, shall and will warrant, and by these presents, forever defend.

In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals, at the city of New York, the day and year first above written. [L. S.]

PEDRO MIRANDA.

By his attorneys in fact.

JOSEPH DELESPINE,
PHILO ANDREWS.

Sealed and delivered in the presenc of
PERKINS NICHOLS.

On page second, fifth line from the bottom, the word "first" written on and erasure; and in the first line, page one, in the date, the word "third," interlined before signing.

PERKINS NICHOLS.

CITY OF NEW YORK, *ss.*

On the 13th December, 1822, before me, B. Levingston, an associate justice of the Supreme Court of the United States, came Perkins Nichols, to me known, who, being duly sworn, did say, that he saw Joseph Delespine and Philo Andrews execute the

within deed, as attorneys in fact of the within named Pedro Miranda, and that he set his name as a subscribing witness to such execution.

B. LEVINGSTON.

TERRITORY OF FLORIDA, *St. John's County.*

I, James S. Tingle, clerk of the county court for the county aforesaid, have this day recorded the foregoing instrument of writing in my office, in deed book E, page 152, at the request of Charles Robion.

Witness my name the 22d day of November, 1824.

JAMES S. TINGLE, *Clerk.*

TERRITORY OF FLORIDA, *St. John's County.*

City of St. Augustine. I, Bernardo Segui, clerk of the county court for the county and territory aforesaid, do hereby certify the aforegoing to be a true and correct copy, recorded in my office in book E, page 152.

Witness my hand and seal of office, at the city of St. Augus-
[L. S.] tine, and county aforesaid, this 13th day of April, A. D. 1829.

BERNARDO SEGUI, *Clerk C. C.*

Deed—Miranda to Eckford.

This indenture made this 13th day of November, in the year of our Lord one thousand eight hundred and twenty-two, between Don Pedro Miranda, of the city of St. Augustine, in East Florida, by Joseph Delespine and Philo Andrews, late of said city, his attorneys in fact, as, by the following power of attorney to them duly made by said Don Pedro Miranda, duly copied from the original, appears:

"Know all men by these presents, that I, Pedro Miranda, of the town of St. Augustine, in the province of East Florida, have made, ordained, nominated, and appointed, and, by these presents, do make, authorize, nominate, and appoint, my truly and well beloved friends, Joseph Delespine and Philo Andrews, now residing in St. Augustine, my true and lawful attorneys, for and in consideration of the good will I bear to them, and for the farther consideration of one dollar to me in hand, by them duly paid, the receipt of which is hereby admitted, they are hereby made my joint attorneys by these presents, conveying to them an interest in the property hereafter described; and I do bind myself, in consideration of the premises, never to revoke, or in any manner annul, the same. Therefore, the said attorneys are hereby authorized, in my name, to enter upon and take possession of a certain tract of land lying on and adjoining the waters of Hillsborough and Tampa Bays, in said province, containing a square of eight leagues; and also for

me, and in my name, to grant, bargain, and sell the same, or any part thereof, for such sum of money and price, and on such terms as they may deem fit and proper; and for me, and in my name, to make, execute, and deliver, good and sufficient deeds for the same, and every part thereof; and until the sale thereof for me, and in my name, to let and demise the same for such rent or other services as they may deem proper; and also for me, and in my name, to ask, demand, recover, and receive, all sums of money which shall become due or payable to me by virtue of any such bargain, sale, or lease, and to have and use all lawful ways and means, in my name, for the recovery thereof, by attachment, arrest, distress, or otherwise, and to compound, arbitrate, and agree for the same; and acquittances or other discharges for me, and in my name, to execute, seal, and deliver, and, generally to do and perform every thing that may be necessary, in and about the premises, as fully and amply, to all intents and purposes, as I might or could do, were I personally present; and one or more attorneys under them, for the purposes aforesaid, to make and again at pleasure to revoke; and I do hereby ratify, allow, and confirm, all that my said attorneys shall jointly cause to be done, in the premises, by these presents.

In witness of which, I have set my name and seal to these presents this twenty-first day of July, in the year of our Lord one thousand eight hundred and twenty.

PEDRO MIRANDA. [L. S.]

Sealed, signed, and delivered, in the presence of

BERNARDO SEGUI, of the first part, and

HENRY ECKFORD, Esquire, gentleman, of the city of New York, of the second part, witnesseth:

That the said party of the first part, for and in consideration of the sum of forty-six thousand and forty dollars current money of the United States of America, to him in hand paid, at or before the ensealing and delivery of these presents by the said party of the second part, the receipt whereof is hereby acknowledged; and the said party of the second part, his heirs, executors, and administrators, forever released and discharged from the same by these presents, hath granted, bargained, sold, aliened, released, remised, enfeoffed, conveyed, and confirmed, and, by these presents, doth grant, bargain, sell, alien, remise, release, enfeoff, convey, and confirm, unto the said party of the second part, and to his heirs and assigns forever, a certain tract or parcel of land, situate, lying, and being in the territory of East Florida, on the waters of Hillsborough Bay, containing forty-six thousand and eighty acres, more or less, of land, being part and parcel of a grant made to the said party of the first part by the late Spanish Government of the late Spanish province of East Florida, of eight leagues square, on the waters of Hillsborough and Tampa Bays, in said province, which grant was made on the twenty-sixth day of November, one thousand eight hundred and ten, which said tract of forty-six thousand and eighty

acres of land, be the same more or less, is known and designated on a map of said grant, made by Charles Vignoles, as townships No. eleven and fourteen in said map, being six miles square each; together with all and singular the tenements, hereditaments, and appurtenances whatever unto the aforenamed described premises, in anywise appertaining or belonging, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, dower, and right of dower, property, possession, claim, or demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, and to the same, and every part and parcel thereof, with the appurtenances. To have and to hold the above granted, bargained, and described premises, with their appurtenances unto the said party of the second part, his heirs and assigns, to their own proper use, benefit, and behoof forever. And the said party of the first part, for himself, his heirs, executors, and administrators, doth covenant and agree to and with the said party of the second part, his heirs, and assigns, that he the said party of the first part at the time of the sealing and delivery of these presents, is lawfully seized in fee simple of a good, absolute, and indefeasable estate of inheritance of and in all and singular the above granted, bargained, and described premises, with the appurtenances, and that he hath good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form aforesaid, and that the said party of the second part, his heirs and assigns, shall and may at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the above granted premises and every part and parcel thereof, with the appurtenances, without any let, trouble, suit, or molestation, eviction, or disturbance of the said party of the first part, his heirs, or assigns, or any other person or persons lawfully claiming or to claim the same. And that the same now are free, clear, discharged, and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and incumbrances of any nature or kind whatever; and the said party of the first part and his heirs, the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances unto the said party of the second part, his heirs and assigns, against the said party of the first part, and his heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

In witness whereof the parties to these presents have hereunto interchangeably set their hands and seals, at the city of New York, the day and year first above written.

PEDRO MIRANDA, [L.S.]

By his attorneys n fact,

JOSEPH DELESPINE,
And PHILO ANDREWS.

Sealed and delivered in prerence of
PERKINS NICHOLS.

CITY OF NEW YORK, *ss.*

On the 13th Dec., 1822, before me, B. Levingston, an associate justice of the Supreme Court of the United States, came Perkins Nichols, to me known, who being duly sworn did say, that he saw Joseph Delespine and Philo Andrews within named, execute the within deed as attorneys in fact of the within named Pedro Miranda, and that he set his name as a witness to such execution.

B. LIVINGSTON.

FLORIDA, *St. John's County, ss.*

The within deed and the certificate thereto annexed, have been by me duly recorded this 9th day of April, 1824.

Attest: JAS. S. TINGLE,
Clerk St. John's County Court.

Deed.—Miranda to Wiswall.

This indenture made the eleventh day of January, in the year of our Lord one thousand eight hundred eight hundred and twenty-three, between Don Pedro Miranda of the city of St. Augustine, East Florida, by Joseph Delespine and Philo Andrews, Esquires, of the same place, his attorneys in fact, so made by letter of attorney bearing date on the thirty-first day of July, one thousand eight hundred and twenty, now on record in the public records at said Saint Augustine, of the first part, and Enoch Weswall of Watertown, county of Middlesex, and Commonwealth of Massachusetts, gentleman, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of twenty thousand dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the second part, his heirs, executors, and administrators forever released and discharged from the same by these presents, hath granted, bargained, sold, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, release, alien, and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain tract or township of land, situate, lying, and being on the easterly side of Hillsborough bay, on the westerly side of the peninsula of East Florida, being part and parcel of a grant made to me by the late Spanish Government thereof, which township is six miles square, and is numbered on a map or plat of said grant made by Charles Vignoles, Esquire, surveyor for East Florida, as township number ten in said grant, as by said map annexed hereto will fully appear. Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest,

property, claim, or demand whatsoever, of the said party of the first part, either in law or equity, of, in, and to the above described premises, with the said hereditaments and appurtenances: To have and to hold the said premises above particularly mentioned and described, and every part and parcel thereof, with the appurtenances of the said party of the second part, his heirs and assigns, to the sole and proper use, benefit, and behoof of the said party of the second part, his heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors, and administrators, doth covenant, grant, promise, and agree to and with the said party of the second part, his heirs and assigns, the above bargained premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, his heirs and assigns, and against all and every person or persons whatsoever, lawfully or equitably claiming or to claim the whole or any part thereof, will forever warrant and defend.

In witness whereof, the said party of the first part hath hereunto set his hand and seal, the day and year first above written by his said attorneys.

JOSEPH DELESPINE, [L. S.]
PHILO ANDREWS. [L. S.]
Attorneys in fact for DON PEDRO MIRANDA.

Signed, sealed, and delivered in the presence of
PERKINS NICHOLS,
EDWARD ELDREDGE.

CITY OF NEW YORK, *ss.*

On the sixteenth day of May, 1823, before me, Wm. P. Van Ness, judge of the district court of the United States for the southern district of New York, came Perkins Nichols, to me known, who being duly sworn, did say, that he saw Don Pedro Miranda, by his attorneys in fact, Joseph Delespine and Philo Andrews, within named, execute the within deed; and that he and Edward Eldrege severally set their names as witnesses to such execution.

W. P. VAN NESS.

Substitution of power, Delespine and Andrews to Halliday.

Know all men by these presents, that, whereas Don Pedro Miranda, of the city of St. Augustine, in East Florida, by his certain letter of attorney, bearing date the thirty-first day of July, in the year of our Lord one thousand eight hundred and twenty, did constitute and appoint Joseph Delespine and Philo Andrews, of said Saint Augustine, his attorneys in fact for the uses and purposes in said letter of attorney expressed, which letter of attorney is in the words and figures following, to wit: "Know all men by these presents, that I, Pedro Miranda, of the town of St. Augustine, in the province of East Florida, have made, ordained, and nominated and

appointed, and by these presents do make, authorize, nominate and appoint, my truly and well beloved friends, Joseph Delespine and Philo Andrews, now residing in St. Augustine, my true and lawful attorneys, for and in consideration of the good will I bear to them, and for the further consideration of one dollar to me in hand by them duly paid, the receipt of which is hereby admitted, they are hereby made my joint attorneys, by these presents, conveying to them an interest in the property hereafter described; and I do bind myself, in consideration of the premises, never to revoke or in any manner annul the same. Therefore, the said attorneys are hereby authorized, in my name, to enter upon and take possession of a certain tract of land lying on and adjoining the waters of Hillsborough and Tampa bays, in said province, containing a square of eight leagues, and also for me and in my name to grant, bargain, and sell the same, or any part thereof, for such sum of money and price, and on such terms as they may deem fit and proper; and for me and in my name to make, execute, and deliver good and sufficient deeds for the same, and every part thereof; and until the sale thereof, for me in my name to let and demise the same, for such rent or other services as they may deem proper, and also for me and in my name to ask, demand, recover, and receive, all sums of money which shall become due or payable to me by virtue of any such bargain, sale, or lease: and to have and use all lawful ways and means, in my name, for the recovery thereof, by attachment, arrest, distress, or otherwise, and to compound, arbitrate, and agree for the same, and acquittances or other discharges for me and in my name to execute, seal, and deliver, and, generally, to do and perform every thing that may be necessary in and about the premises, as fully and amply, to all intents and purposes, as I might or could do were I personally present, and one or more attorneys under them, for the purposes aforesaid, to make and again at pleasure to revoke; and I do hereby ratify, allow, and confirm, all that my said attorneys shall jointly cause to be done in the premises, by these presents.

In witness whereof, I have set my name and seal to these
[L. S.] presents, this thirty-first day of July, one thousand eight hundred and twenty.

PEDRO MIRANDA.

Signed, sealed, and delivered, in presence of

BERDO. SEGUI," as by the same letter of attorney, reference being thereto had, will more fully appear.

Now know ye that we, the said Joseph Delespine and Philo Andrews, the attorneys so named, in virtue of the authority to us given in and by the said letter of attorney, have nominated and appointed, and by these presents do nominate and appoint, Robert Halliday, of the city of New York, merchant, as our substitute, and the attorney of the said Pedro Miranda, for the following purposes,

being part and parcel of the authority created in us by said letter of attorney, viz: The said Robert Halliday is authorized by these presents to convey, by any proper deed or deeds, instrument or instruments, any one or all of the following tracts or townships of land, or any minor part of a township, in square form, which are part and parcel of a tract of land mentioned in said letter of attorney, and numbered on a map or plat of said tract of land as townships number seven, eight, nine, twelve, thirteen, and sixteen, which plat was made by Charles Vignoles, esquire, surveyor for East Florida, whenever Perkins Nichols, Esq., of the city of New York, broker, shall have effected any sale or sales thereof, according to the terms and directions contained in a certain memorandum signed by us and the said Nichols, on the twenty-eighth day of March, in the year of our Lord one thousand eight hundred and twenty-two, and amended and controlled by addition thereto on the 12th of January, 1823, the same to be submitted to his inspection by said Nichols previous to any conveyance being made, to such person or persons as the said Nichols shall have so sold the said land or lands. And the said Robert Halliday is hereby authorized to receive into his hands all the avails of said sales, whether in money or any other thing, and to dispose thereof as follows: to the said Joseph Delespine, on his separate order, one-half of the said avails; and to the said Philo Andrews the other half of said avails; after first deducting from the total amount of said avails such compensation as the said Perkins Nichols is entitled to under said memorandum, for making the said sales; which compensation he the said Nichols is authorized to draw on his separate order, and an attorney under him, the said Robert Halliday, to be agreed on between him and the said Nichols, for the purposes aforesaid, to make and substitute and again at pleasure to revoke, hereby ratifying and confirming, and by these presents allowing, whatsoever our said attorney substitute shall lawfully do or cause to be done in the premises, as fully and amply, to all intents and purposes, as if done by ourselves.

In witness of which, as attorneys to the said Pedro Miranda, we have set our hands and seals to these presents, this thirteenth day of January, in the year one thousand eight hundred and twenty-three.

N. B. The words "and amended and controlled by addition thereto on the 12th of January, 1823," interlined on the third page, between lines tenth and eleventh.

JOSEPH DELESPINE, [SEAL.]
PHILO ANDRES, [SEAL.]
Attorneys in fact to Pedro Miranda.

Sealed and delivered in presence of
DAVID V. SMITH,
F. NICHOLSON.

I, Perkins Nichols of the city of New York, named in the within letter of attorney, do hereby certify and declare that I sold, according to the provisions of the said letter of attorney, township No. (7) seven to James B. Murray, and townships number (8 and 9) eight and nine to Enoch Weswall, which were duly conveyed to said persons by Robert Halliday, as attorney by substitution for Pedro Miranda, with my knowledge and approbation, and that I was duly satisfied for my services. Sealed and delivered this tenth day of September, A. D. 1829.

PERKINS NICHOLS, [SEAL.]

In presence of
TITUS HALL,
ISRAEL FOOTE.

CITY OF NEW YORK, *ss.*

Be it remembered, that on this sixth day of October, in the year of our Lord one thousand eight hundred and twenty-nine, personally appeared before me, Walter Bowne, mayor of the city of New York, David V. Smith, one of the subscribing witnesses to the annexed letter of attorney executed by Joseph Delespine and Philo Andrews, attorneys in fact to Pedro Miranda, who, being by me duly sworn, did *did* depose and say, that he was present, and did see said Joseph Delespine and Philo Andrews execute the said letter of attorney, and that the signature "Joseph Delespine" and "Philo Andrews," attorneys in fact to Pedro Miranda," is in the proper handwriting of said persons; and also on said day and year personally appeared before me, the said mayor, Israel Foote, one of the subscribing witnesses to the signature of Perkins Nichols to the certificate on said annexed letter of attorney, who, being by me duly sworn, did depose and say, that he was present, and did see said Perkins Nichols execute the said certificate, and that the signature "Perkins Nichols" thereunto subscribed is in the proper handwriting of said Perkins Nichols.

In testimony whereof, I have hereunto subscribed my name, and have caused the seal of mayoralty of said city to be hereunto affixed the day and year above written.
[SEAL.]

WALTER BOWNE,
Mayor of the City of New York.

Deed—Miranda to Wiswall.

This indenture made the eighth day of May, in the year of our Lord one thousand eight hundred and twenty-three, between Pedro Miranda, of the city of St. Augustine, East Florida, by Robert Halliday, Esquire, of the city of New York, merchant, his attorney in fact, substituted as such by Joseph Delespine and Philo Andrews, attorneys in fact to said Miranda of the first part, and Enoch Weswall, of Watertown, Middlesex county, Commonwealth of

Massachusetts, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of twenty-three thousand and forty dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged; and the said party of the second part, his heirs, executors, and administrators forever, released and discharged from the same by these presents, hath granted, bargained, sold, released, conveyed, and confirmed, and by these presents, doth grant, bargain, and sell, release, alien, and confirm unto the said party of the second part, in his actual possession now being, and to his heirs and assigns forever, all that certain township or tract of land of six miles square, containing twenty-three thousand and forty acres, be the same more or less, situated near the Hillsboro' bay, on the westerly side of East Florida, being part and parcel of a grant of land made to Don Pedro Miranda aforesaid by the late government of said Florida in the year eighteen hundred and ten, which township is marked and numbered on a map of said tract thereto annexed, as township No. eight, together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, or demand whatsoever of the said party of the first part, either in law or equity, of, in, and to the above described premises, with the said heraditaments and appurtenances: To have and to hold the said premises above particularly mentioned and described, and every part and parcel thereof, with the appurtenances of the said party of the first part, his heirs and assigns, to the sole and only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns forever; and the said party of the first part, for himself, his heirs, executors, and administrators, doth covenant, grant, promise, and agree to and with the said party of the second part, his heirs and assigns, the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, his heirs and assigns, and against all and every person or persons whatsoever, lawfully or equitably claiming or to claim the whole or any part thereof, by, through, from, or under him or them, will forever warrant and defend.

It witness whereof, the said party of the first part hath hereunto set his hand and seal the day and year first above written.

ROBERT HALLIDAY, [SEAL.]

Signed, sealed, and delivered in the presence of
THEODORE CRADLE.

I, John T. Irvin, first judge of the court of common pleas for the city and county of New York, do hereby certify, that on this

tenth day of July, in the year one thousand eight hundred and twenty-three, personally appeared before me the within named Robert Halliday, who is well known to me, who acknowledged to me that he had signed, sealed, and delivered the within deed for the purposes therein mentioned. There being no interlineations in the same except as noted, I allow the same to be recorded.

JNO J. IRVING,
First Judge of the Court of Common Pleas for the City and County of New York.

STATE OF NEW YORK, *City and County of New York, ss.*

I, John Woodward, clerk of the city and county of New York, and clerk of the court of common pleas in and for the said city and county, do hereby certify that John T. Irving, Esq., before whom the annexed deed was acknowledged, was, on the day when the said deed was so acknowledged, first judge of the court of common pleas for the city and county of New York, and duly commissioned and sworn; and I further certify that the signature "John T. Irving," to the certificate of such acknowledgment subscribed, is in the proper handwriting of the said first judge.

In testimony whereof I have hereunto set my hand, and [SEAL.] affixed the seal of the said court, this tenth day of July, 1823.

JNO. WOODWARD.

Deed—Miranda to Wiswall.

This indenture made the eighth day of May, in the year of our Lord one thousand eight hundred and twenty-three, between Pedro Miranda, of the city of St. Augustine, East Florida, by Robert Halliday, Esq., of the city of New York, merchant, his attorney in fact, substituted as such by Joseph Delespine and Philo Andrews, attorneys in fact to said Miranda, of the first part, and Enoch Wiswall, of Watertown, Middlesex county, and Commonwealth of Massachusetts, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of twenty thousand and forty dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the second part, his heirs, executors, and administrators, forever released and discharged from the same, by these presents hath granted, bargained, sold, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, release, alien, and confirm unto the said party of the second part, in his actual possession now being, and to his heirs and assigns forever, all that certain township or tract of land of six miles square, containing twenty-three thousand and forty acres, be the same more or less, situate near the Hills-

boro' Bay, on the westerly side of East Florida; being part and parcel of a grant of land made to the said Pedro Miranda by the late government of said Florida, in the year eighteen hundred and ten, which township is marked and numbered, on a map of said tract, (hereto annexed,) as township No. nine; together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in, and to the above described premises, with the said hereditaments and appurtenances: To have and to hold the said premises, above particularly mentioned and described, and every part and parcel thereof, with the appurtenances, of the said party of the first part, his heirs and assigns, to the sole and only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns, forever. And the said party of the first part, for himself, his heirs, executors, and administrators, doth covenant, grant, promise, and agree to and with the said party of the second part, his heirs and assigns, the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, his heirs and assigns, and against all and every person or persons whatsoever, lawfully or equitably claiming or to claim the whole or any part thereof, by, through, from, or under him or them, will forever warrant and defend.

In witness whereof, the said party of the first part hath hereunto set his hand and seal, the day and year first above written.

ROBERT HALLIDAY. [SEAL.]

Signed, sealed, and delivered in the presence of
THEODORE CRADLE.

I, John T. Irving, first judge of the court of common pleas for the city and county of New York, do hereby certify that, on this tenth day of July, in the year one thousand eight hundred and twenty-three, personally appeared before me the within named Robert Halliday, well known to me, who acknowledged that he had signed, sealed, and delivered the within deed, for the uses and purposes therein mentioned. There being no interlineations in the same, except as noted, I allow the same to be recorded.

JOHN T. IRVIN,
First Judge of the Court Com. Pleas,
for the City and County of New York.

STATE OF NEW YORK, *City and County of New York, ss.*

I, John Woodward, clerk of the city and county of New York, and clerk of the court of common pleas in and for the said city

and county, do hereby certify that John T. Irving, Esq., before whom the annexed deed was acknowledged, was, on the day when the said deed was so acknowledged, first judge of the court of common pleas for the city and county of New York, and duly commissioned and sworn; and I further certify that the signature, John T. Irving, to the certificate of such acknowledgment subscribed, is the proper handwriting of the said first judge.

In testimony whereof, I have hereunto set my hand, and [SEAL.] affixed the seal of the said court, this tenth day of July, 1823.

JNO. WOODWARD.

Deed—White to Whiting.

E. B. G. No. 4. This indenture, made the sixth day of June, in the year of our Lord one thousand eight hundred and twenty-three, between Joseph F. White, of the city of New York, of the first part, and Samuel Whiting, of the same place, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of three thousand dollars, lawful money of the United States of America, to him in hand paid, at or before the ensealing and delivery of these presents, by the said party of the second part, the receipt whereof is hereby acknowledged; and the said party of the second part, his heirs, executors, and administrators, forever released and discharged from the same by these presents, hath granted, bargained, sold, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, release, convey, and confirm unto the said party of the second part, his heirs and assigns, forever, all that certain piece or parcel of land, containing fifteen hundred acres, being an undivided part of the northerly moiety or half of township No. eight, in Don Pedro Miranda's grant of land on the waters of Hillsborough and Tampa Bays, in East Florida; the said northerly moiety of township number eight, is in the form of an oblong square, six miles in length from east to west, and three miles in breadth from north to south, and contains eleven thousand five hundred and twenty acres, including the land covered with water; for a more particular description of the same, a reference may be had to a copy of the map of said grant, made by Charles Vignoles, late surveyor of East Florida. The aforesaid lot of fifteen hundred acres of land, hereby conveyed by the said Joseph F. White, is to be surveyed off of the southwest corner of the northerly moiety of the said township number eight, in a square form; commencing at the point where the division line between the northerly and southerly moieties of the said township number eight, shall intersect its western boundary on the line of township number seven of the said Miranda's grant, now or lately owned by James B. Murray of the city of New York; and thence, running an equal distance northerly on the line of said township number seven, and

easterly on the line of subdivision between the said Joseph F. White and southerly moiety of said township number eight, now or lately owned by Enoch Wiswall. The above described and hereby granted tract of fifteen hundred acres of land is part of a tract of land of eight leagues square, containing three hundred and sixty-eight thousand six hundred and forty acres, granted by the Spanish Government of East Florida, on the twenty-sixth of November, in the year one thousand eight hundred and ten, to Pedro Miranda, for services rendered to the said Spanish Government, lying on the waters of Hillsborough and Tampa Bays, on the western shores of said East Florida; and the said township designated as number eight, in the said Miranda's grant, was sold and conveyed to Enoch Wiswall, of Massachsetts, on the eighth of May, one thousand eight hundred and twenty-three, by Robert Halliday of the city of New York, merchant, by virtue of a regular and duly authorized power of attorney from Joseph Delespine and Philo Andrews, the sole attorneys of the said Pedro Miranda for the disposition and sale of the said tract of land, as may fully appear by reference to the records in the office of Edmund Law, alcalde, &c., at St. Augustine, in Lib. A, folio 53, 54 and 55, under date of the twenty-sixth of December, one thousand eight hundred and twenty-one. And the aforesaid northerly moiety, or half part of the said township number eight, was conveyed by the said Enoch Wiswall, by deed, bearing date the twenty-eighth day of May, one thousand eight hundred and twenty-three, to the said Joseph F. White, the party of the first part, in the present deed of conveyance: together with all and singular the privileges, advantages, hereditaments, and appurtenances, whatsoever, unto the said abovementioned and described premises, in anywise appertaining or belonging, and the reversion and reversions, remainder and remainders, rents, issues, and profit thereof; and also all the estate, right, title, interest, dower, and right of dower, property, claim, and demand whatsoever, as well in law as in equity of the said party of the first part, of, in, or to the same, and every part and parcel thereof, with the appurtenances. To have and to hold the above granted, bargained, and described premises, with the appurtenances unto the said party of the second part, his heirs and assigns, to their only proper use and behoof forever. And the said Joseph F. White, for himself, his heirs, executors, and administrators, doth covenant, grant, promise and agree to and with the said party of the second part, his heirs and assigns, that he, the said Joseph F. White, at the time of the sealing and delivery of these presents, is lawfully seized in his own right of a good, absolute, and indefeasable estate of inheritance, in fee simple of, and in all and singular the above granted, bargained, and described premises, with the appurtenances, and hath good right and lawful authority to grant, bargain, sell, and convey the same in manner and form as herein written. And the said party of the second part, his heirs and assigns, shall, and may at all times hereafter, peaceably and quietly have, hold, occupy, and enjoy the

above granted premises, and every part thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction, or disturbance of the said party of the first part, his heirs or assigns, or of any other person or persons lawfully claiming, or to claim the same; and that the same now are free, clear, discharged, and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and incumbrances of what nature or kind soever. And also, that the said party of the first part, and his heirs and all and every other person or persons whomsoever, lawfully or equitably deriving any estate, right, title, or interest, of, in, or to the herein before granted premises, by, from, under, or in trust for him, shall, and will, at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law of the said party of the second part, his heirs and assigns, make, do suffer, levy, and execute, or cause or procure to be made, done, and executed, all and every such farther and other lawful and reasonable acts, conveyances, and assurances in the law, for the better and more effectually vesting and confirming the premises hereby intended to be granted in and to the said party of the second part, his heirs and assigns, forever, as by the said party of the second part, his heirs and assigns, or his counsel learned in the law, shall be reasonably devised, advised, or required. And the said Joseph F. White, for himself and his heirs, the above described and hereby granted and released premises and every part thereof, with the appurtenances unto the said party of the second part, his heirs and assigns, against the said party of the first part and his heirs, and against all persons whomsoever, lawfully claiming, or to claim the same, by, through, from, or under him or them, or any of them, shall and will warrant, and by these presents forever defend.

In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

JOSEPH F. WHITE, [L. S.]

Signed, sealed and delivered in the presence of
R. NICHOLS,
HENRY HOBART.

I, John T. Irving, first judge of the court of common pleas for the city and county of New York, do hereby certify, that on this nineteenth day of August, in the year of our Lord one thousand eight hundred and twenty-three, personally appeared before me the within named Joseph F. White, known to me, who acknowledged that he signed, sealed, and delivered the within deed, for the uses and purposes therein mentioned. There being no interlineations in said deed, except as noted, I allow the same to be recorded.

JOHN T. IRVING,
First Judge of the Court of Common Pleas
for the City and County of New York.

STATE OF NEW YORK, *City and County of New York.*

I, James W. Girard, a notary public in and for the State of New York, residing in the city of New York, do hereby certify, that James T. Irvin, before whom the within deed was proven and acknowledged, was on the day when the said deed was proven, first judge of the court of common pleas, for the city and county of New York, and duly commissioned and sworn; and I further certify, that the signature, "John T. Irving," to the certificate of the above proof subscribed, is in the proper handwriting of the said first judge.

In testimony whereof, I have hereunto set my hand, and
[L. S.] affixed my seal of office, the 4th day of April, in the year 1829.

JAMES W. GERARD, *Not. Pub.*,
In and for the State of New York.

Deed—Wiswall to Whiting.

E. B. G. No. 1. This indenture made the eighth day of July, in the year of our Lord one thousand eight hundred and twenty-three, between Enoch Wiswall, of Watertown, Middlesex county, and Commonwealth of Massachusetts, of the first part, and Samuel Whiting, of the city, county, and State of New York, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of five thousand seven hundred and sixty dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged: and the said party of the second part, his heirs, executors, and administrators forever, released and discharged from the same by these presents, hath granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed, and by these presents, doth grant, bargain, sell, alien, remise, release, enfeoff, convey, and confirm, unto the said party of the second part, and to his heirs and assigns forever, all that certain tract or parcel of land contained in sections number nineteen, (19,) twenty, (20,) twenty-one, (21,) and twenty-two, (22,) and also the westerly half part of section twenty-three, (23,) into two equal halves, to be divided, and containing in the whole, sections and half section, two thousand eight hundred and eighty acres, agreeably to a plat of the same hereto annexed; it being part and parcel of township No. 8, in Miranda's grant of lands, on the waters of Hillsborough and Tampa Bays, in East Florida; reference thereto, for further particulars to be had, together with all and singular, the tenements, hereditaments, rights, members, privileges, and appurtenances, unto the above mentioned and described premises, belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and, also, all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well

at law as in equity, of the said party of the first part, of, in, and to the abovementioned and described premises, and every part and parcel thereof, with the hereditaments and appurtenances. To have and to hold the above granted, bargained, and described premises, and every part and parcel thereof, with the hereditaments and appurtenances unto the said party of the second part, his heirs and assigns, to the sole and only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns forever. And the said party of the first part, for himself and his heirs, the above described, and hereby granted and released premises, and every part and parcel thereof, with the hereditaments and appurtenances, unto the said party of the second part, his heirs and assigns, against the said party of the first part, and his heirs, and against all and every person or persons whomsoever lawfully claiming, or to claim the same by, through, from, or under him or them, or any of them, shall and will warrant, and by these presents forever defend.

In witness whereof, the said party of the first part, hath hereunto set his hand and seal, the day and year first above written.

ENOCH WISWALL, [L. S.]

Sealed and delivered in the presence of
F. NICHOLSON,
PERKINS NICHOLS.

I, John T. Irving, first judge of the court of common pleas for the city and county of New York, do hereby certify, that on this ninth day of July, in the year of our Lord one thousand eight hundred and twenty-three, before me came Perkins Nichols, one of the subscribing witnesses to the within deed, and who is well known to me, who being duly sworn says, that he saw the within named Enoch Wiswall, sign, seal, and deliver the said deed for the uses and purposes therein mentioned, and that he knew the said Enoch Wiswall to be the person described in the said deed, which is, to me, satisfactory evidence of the said fact. And the said Perkins Nichols further, on his oath aforesaid, says that he, at the time of the execution of the said deed, signed his name thereto as a witness. There being no interlineations or erasures in said deed, except as noted, I allow the said deed to be recorded.

JOHN T. IRVING, *First Judge of the Court of Common Pleas, for the City and County of New York.*

STATE OF NEW YORK, *City and County of New York, ss.*

I, John Woodward, clerk of the city and county of New York, and clerk of the court of common pleas, in and for said city and county, do hereby certify that John T. Irving, Esq., before whom the annexed indenture was proven, was on the day when the said indenture was so proven, first judge of the court of common pleas for the city and county of New York, and duly commissioned and sworn; and I further certify, that the signature, "Jno. T. Irving,"

to the certificate of such proof subscribed, is in the proper handwriting of the said first judge.

In testimony whereof, I have hereto set my hand, and affixed the seal of the said court, this ninth day of July, 1823. [L. s.]

JOHN WOODWARD.

Deed—Miranda to Murray.

E. B. G. No. 8. This indenture, made this thirteenth day of February, in the year of our Lord one thousand eight hundred and twenty-three, between Pedro Miranda, of St. Augustine, East Florida, by Robert Halliday, of the city of New York, merchant, attorney in fact, to said Miranda, by letter of attorney of substitution, bearing date on the thirteenth day of January, in the year aforesaid, [a copy of which is hereto annexed,] made by Joseph Delespine and Philo Andrews, of St. Augustine, East Florida, attorneys in fact, made so by the said Miranda's letter of attorney to them, bearing date on the thirty-first day of July, one thousand eight hundred and twenty, and recorded in the recorder's or alcalde's office, in said St. Augustine, December twenty-six, one thousand eight hundred and twenty-one, in Liber A, folio 53, 54, and 55, as by a reference thereto will appear, of the first part; and James B. Murray, merchant, of the city of New York, of the second part, witnesseth: That for and in consideration of the sum of twenty-three thousand and forty dollars, current money of the United States, to the said Miranda in hand, well and truly paid at and before the ensealing and delivery of these presents, the receipt of which is hereby acknowledged, hath granted, bargained, sold, aliened, released, and confirmed; and by these presents doth grant, bargain, sell, alien, convey, and confirm, unto the said party of the second part, and to his heirs and assigns, all that certain tract, township, or parcel of land, in said East Florida, being part and parcel of a grant made by the late Spanish government of said East Florida, on the waters of Hillsborough and Tampa Bays, to said Miranda, on the twenty-sixth day of November, one thousand eight hundred and ten, and is known and distinguished on a map of said grant made by Charles Vignoles, Esq., surveyor for East Florida, as township number seven, and contains twenty-three thousand and forty acres of land in a square form of six miles, be the same more or less, together with all the rights, privileges, hereditaments, and appurtenances to the same belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits, of all and singular the said premises, and every part and parcel thereof, with the appurtenances; and, also, all the estate, right, title, interest, property, claim, and demand whatsoever, in law and equity, of him, the said Pedro Miranda, of, in, and to, all and singular the said premises abovemen-

tioned, and of, in, and to, every part and parcel thereof with the appurtenances; to have and to hold the said tract of land and premises, with all the rights, privileges, and appurtenances thereto belonging, unto the said party of the second part, and his heirs and assigns forever, to the only proper use, benefit, and behoof of the said party, of the second part, his heirs and assigns forever; and the said Pedro Miranda, and his heirs all and singular, the aforesaid tract of land and premises, with their and every of their rights, members, and appurtenances hereby granted and conveyed, and every part and parcel thereof unto the said party of the second part, and to his heirs and assigns, against him, the said Pedro Miranda, his heirs and assigns, and against all and every person or persons whatsoever, claiming or to claim the same by, through, from, or under him, the said Pedro Miranda, will and shall warrant, and forever defend by these presents.

In witness whereof, the parties to these presents have hereunto set their hands and seals, at the city of New York, the day and year first above written.

PEDRO MIRANDA,

By his attorney in substitution,

ROBERT HALLIDAY, [L. S.]

Sealed and delivered in presence of
THEODORE CRADLE,
PERKINS NICHOLS.

Be it remembered, that on this seventeenth day of May, one thousand eight hundred and twenty-three, personally appeared before me, William P. Van Ness, district judge of the United States for the southern district of New York, Robert Halliday, to me well known, and acknowledged that he had executed the within deed, as his voluntary act, for the uses and purposes therein mentioned; and I having examined the same, and finding therein no material erasures or interlineation, except those noted, allow it to be recorded.

W. P. VAN NESS.

Deed—Miranda to Drysdale.

TERRITORY OF FLORIDA.

This indenture, made the eighth day of December, in the year of our Lord one thousand eight hundred and twenty-four, between Pedro Miranda, of the city of St. Augustine, in East Florida, of the one part; and John Drysdale, of the same city, of the other part, witnesseth: that the said Pedro Miranda, for and in consideration of the sum of four thousand dollars, to him in hand paid by the said John Drysdale, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, remised and released, and by these presents doth grant, bargain, sell, alien, remise and release

unto the said John Drysdale, his heirs and assigns forever, ten thousand acres of land, being an undivided part and parcel of that tract or parcel of land, consisting of eight leagues square, which was granted to the said Pedro Miranda by Don Henry White, on or about the twenty-sixth day of November, in the year of our Lord one thousand eight hundred and ten, by grant in absolute property, the said Henry White then being the governor of East Florida, it then being a province and dependency of the Crown of Spain; the said lands, so granted to the said Pedro Miranda, being situated on the waters of the Hillsborough and Tampa Bays, in that part of the Territory of Florida called East Florida; and the said ten thousand acres of land, hereby granted and released to the said John Drysdale, are part and parcel of that part of the said grant of land to the said Pedro Miranda, designated on the map of the same made by Charles Vignoles, by and as township number six, (No. 6,) and are to be of a fair, equal value and quality with the residue of the said township; and also all the hereditaments, rights, benefits and appurtenances to the said ten thousand acres of land belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and the estate, right, title, interest, claim, and demand of every kind by the said Pedro Miranda, of, in, to, and upon the said ten thousand acres of land, and every part thereof: To have and to hold the above mentioned ten thousand acres of land, and all and singular other the premises above mentioned, unto the said John Drysdale, his heirs and assigns, forever; and to his and their only use, benefit and behoof, forever. It is the understanding of the parties to these presents, that the said Pedro Miranda, or his heirs or assigns, are not to be held to warrant the title of the said ten thousand acres of land, hereby granted and released, to the said John Drysdale, or his heirs or assigns.

In witness whereof, the parties to these presents have hereto set their hands and seals, the day and year first above written.

PEDRO MIRANDA. [L. S.]

Sealed and delivered in the presence of us,
F. J. FATIO,
CHAS. ROBION.

TERRITORY OF FLORIDA.

Know all men by these presents, that I, Maria del Rosario Sanchez, the wife of Pedro Miranda, who is a party to the aforegoing indenture, for and in consideration of the sum of one dollar, to me in hand paid at or before the sealing and delivery of these presents, have granted, remised, released, forever quit-claimed and confirmed, and by these presents do grant, remise, release, forever quit-claim and confirm unto John Drysdale, who is also a party to the said deed of indenture, and to his heirs and assigns forever, all and

every estate, right, title, interest, claim and demand, of every kind whatsoever, both at law and in equity, which I now have, or can claim, or am entitled to, or which at any future time I may, shall, or can have, or claim, or be entitled to, in, to, out of, or upon the lands and tenements in and by the said indenture conveyed, granted, or released, or intended so to be by Pedro Miranda, my said husband, to the said John Drysdale, by or in virtue of any law, custom or usage which heretofore existed in East Florida, or which may or shall at any time hereafter exist therein; I, the said Maria del Rosario Sanchez, hereby voluntarily and absolutely renouncing all benefit and advantage of any such law, custom and usage, so far as concerns the said lands and tenements; and I, the said Maria del Rosario Sanchez, have remised, released, renounced and relinquished, and by these presents do remise, release, renounce and relinquish, unto the said John Drysdale, his heirs and assigns forever, all dower, right, title and claim of dower, to which I am now, and to which I shall, may, or can at any future time be entitled, to, in, out of, or upon the said lands and tenements, by the said indenture conveyed, granted and released, or so intended to be, to the said John Drysdale, his heirs and assigns forever.

In witness whereof, I have hereto set my hand and seal, the thirteenth day of December, one thousand eight hundred and twenty-four.

MARIA DEL ROSARIO SANCHEZ. [L. S.]

Sealed and delivered in the presence of us,
F. J. FATIO,
CHARLES ROBION.

TERRITORY OF FLORIDA.

Know all men by these presents, that I, Maria del Rosario Sanchez, the wife of Pedro Miranda, of the city of St. Augustine, in the territory aforesaid, do acknowledge, make known, and declare, that the relinquishment and renunciation of dower contained in the above deed poll, by me executed, and all the acts, matters, and things therein contained, were and are made freely and voluntarily, and without any constraint, compulsion, apprehension, or fear of, or from, my said husband, the said Pedro Miranda.

In witness whereof, I have hereto set my hand and seal.

MARIA DEL ROSARIO SANCHEZ. [L. S.]

Be it known and remembered, that the above acknowledgment and declaration was signed, sealed, taken, and made, by the said Maria del Rosario Sanchez, the wife of the abovenamed Pedro Miranda, separately and apart from her said husband, before me, this 13th day of December, one thousand eight hundred and twenty-four.

JOHN M. SANCHEZ,
Justice of the Peace of St. John's county.

TERRITORY OF FLORIDA, *County of St. John's.*

On this 16th day of December, 1824, came before me, the subscriber, clerk of the county court for the county and territory aforesaid, Francis J. Fatio, and made oath, that Pedro Miranda signed, sealed, and acknowledged this instrument of writing in his presence, to be his act and deed for the purposes therein mentioned; whereupon I have recorded the same.

Witness my name, the date aforesaid.

JAMES S. TINGLE.

Deed—Whiting to Mercein, Jaques, and Suydam.

E. B. G. No 2. This indenture, made the twenty-sixth day of July, in the year of our Lord one thousand eight hundred and twenty-seven, between Samuel Whiting of the city and State of New York, bookseller, and Hannah B., his wife, of the first part; and Thomas R. Mercein, Moses Jaques, and Lambert Suydam, of the said city and State, gentlemen, of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of ten thousand dollars lawful money of the United States of America, to them in hand paid by the said parties of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged; and the said parties of the second part, their heirs, executors, and administrators, forever released and discharged from the same by these presents, have granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey, and confirm, unto the said parties of the second part, and to heirs and assigns forever, all that certain tract or parcel of land contained in sections number nineteen, (19,) twenty, (20,) twenty-one, (21,) and twenty-two, (22,) and also the westerly half of section number twenty-three, (23,) in two equal halves to be divided, and containing, in the whole, four sections and half a section, two thousand eight hundred and eighty acres, it being part and parcel of township number eight, in Miranda's grant of lands on the waters of Hillsborough and Tampa Bays, in East Florida, reference being thereto for further particulars to be had. The above granted premises, having been conveyed to the said Samuel Whiting by Enoch Wiswall, of Watertown, Middlesex county, and Commonwealth of Massachusetts, (but now of the city of New York,) by deed, dated the eighth day of July, in the year one thousand eight hundred and twenty-three, by a plan thereto annexed; together with all and singular the rights, members, privileges, hereditaments, and appurtenances whatsoever unto the said above mentioned and described premises, in any wise appertaining or belonging; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, pos-

session, claim, and demand whatsoever, as well in law as in equity of the said parties of the first part, of, in, and to the same, and every part and parcel thereof, with the appurtenances; to have and to hold the above granted, bargained, and described premises, and every part and parcel thereof, with the hereditaments and appurtenances unto the said parties of the second part, their heirs and assigns, to their only proper use, benefit, and behoof, forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators, do covenant, grant, promise, and agree to, and with, the said parties of the second part, their heirs and assigns, that they, the said parties of the first part, at the time of the sealing and delivery of these presents, are lawfully seized in their own right of a good, sure, absolute, and indefeasible estate of inheritance in fee simple, of, and in all and singular the above granted, bargained, and described premises, with the appurtenances; and have good right, full power, and lawful authority, to grant, bargain, sell, and convey the same, in manner and form aforesaid; and that the said parties of the second part, their heirs and assigns shall, and may, at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the above granted premises, and every part and parcel thereof, with the hereditaments and appurtenances, without any let, suit, trouble, molestation, eviction, or disturbance of the said parties of the first part, their heirs or assigns, or of any other person or persons whomsoever; and that the same now are free, clear, discharged, and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and incumbrances, of what nature or kind soever; and also that the said parties of the first part, and their heirs, and all and every other person or persons whomsoever, lawfully or equitably deriving any estate, right, title, or interest, of, in, or to, the herein before granted premises, by, from, under, or in trust for them, shall and will, at any time, or times hereafter, upon the reasonable request, and at the proper costs and charges, in the law, of the said parties of the second part, their heirs and assigns, make, do, and execute, or cause or procure to be made, done, and executed, all and every such farther and other lawful and reasonable acts, conveyances, and assurances in the law, for the better and more effectually vesting and confirming the premises hereby intended to be granted, in and to the said parties of the second part, their heirs and assigns forever, as by the said parties of the second part, their heirs or assigns, or their counsel, learned in the law, shall be reasonably devised, advised, or required; and the said parties of the first part, heirs, the above described and hereby granted and released premises, and every part and parcel thereof, with the hereditaments and appurtenances, unto the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, shall and will warrant, and, by these presents, forever defend.

In witness whereof, the parties to these presents hath hereunto interchangeably set their hands and seals, the day and year first above written.

SAMUEL WHITING, [L. S.]
HANNAH B. WHITING. [L. S.]

Sealed and delivered in the presence of
JNO. L. TIFFANY.

CITY AND COUNTY OF NEW YORK, *ss.*

On this twenty-eighth day of July, in the year one thousand eight hundred and twenty-seven, before me personally appeared Samuel Whiting, known to me to be the grantor named in and who has executed the foregoing or annexed indenture, and acknowledged the same to be his voluntary act and deed for the uses and purposes therein mentioned; and there being no erasures or interlineations, I do allow the same to be recorded.

B. W. BONNEY, *Commissioner, &c.*

CITY OF TROY, *ss.*

On the 30th day of July, 1827, appeared John L. Tiffany before me, and made oath that he subscribed the within deed as a witness, and that it was executed by the within named Samuel Whiting and Hannah B. his wife, for the purposes therein mentioned, he being personally acquainted with the said parties. And on a private examination of the said Hannah apart from her said husband, she acknowledged to have executed the same without any fear or compulsion of her husband.

J. N. CUSHMAN,
Commissioner, &c. for Troy.

Deed—Whiting to Mercein, Jaques, and Suydam.

E. B. G. No. 3. This indenture, made the twenty-sixth day of July, in the year of our Lord one thousand eight hundred and twenty-seven, between Samuel Whiting of the city and State of New York, bookseller, and Hannah B., his wife, of the first part; and Thomas R. Mercein, Moses Jaques, and Lambert Suydam, all of said city, gentlemen, of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of six thousand dollars lawful money of the United States of America, to them in hand paid by the said parties of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said parties of the second part, their heirs, executors, and administrators, forever released and discharged from the same by these presents, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents, do grant, bargain, sell, alien, remise, release, convey and

confirm unto the said parties of the second part, and to their heirs and assigns forever, all that certain piece or parcel of land containing fifteen hundred acres, being an undivided part of the northerly moiety or half of township number eight, in Don Pedro Miranda's grant of land on the waters of Hillsborough and Tampa bays, in East Florida; the said northerly moiety of township number eight, is in the form of an oblong square, six miles in length from east to west, and three miles in breadth from north to south, and contains eleven thousand five hundred and twenty acres, including the land covered with water; for a more particular description of the same, a reference may be had to a copy of the map of said tract made by Charles Vignoles, late surveyor in East Florida. The aforesaid lot of fifteen hundred acres of land hereby conveyed by the said Samuel Whiting and Hannah his wife, is to be surveyed off of the southwest corner of the northerly moiety of the said township number eight, in a square form, commencing at a point where the division line between the northerly and southerly moities of the said township number eight, shall intersect its western boundary on the line of township number seven of the said Miranda's grant, now or lately owned by James B. Murray, of the city of New York, and thence running an equal distance on the line of said township number seven, and easterly on the line of subdivision between the said Samuel Whiting, and the southerly moiety of the said township number eight, now or lately owned by Enoch Wiswall. The above described and hereby granted tract of fifteen hundred acres of land, is part of a tract of land of eight leagues square, containing three hundred and sixty-eight thousand six hundred and forty acres, granted by the Spanish Government of East Florida, on the twenty-sixth of November, in the year one thousand eight hundred and ten, to Pedro Miranda, for services rendered to the said Spanish Government, lying on the waters of Hillsborough and Tampa bays, on the western shores of said East Florida, and the said township designated as number eight in the said Miranda grant, was sold and conveyed to Enoch Wiswall, of Massachusetts, now of the city of New York, aforesaid, on the eighth of May, one thousand eight hundred and twenty-three, by Robert Halliday, of the city of New York, merchant, by virtue of a regular and duly authorized power of attorney from Joseph Delespine and Philo Andrews, the sole attorneys of the said Pedro Miranda, for the disposition and sale of the said tract of land, as may more fully appear by reference to the records in the office of Edmund Law, alcade, &c. at St. Augustine, in Lib. A. folio 53, 54, and 55, under date of the twenty-sixth December, one thousand eight hundred and twenty-one; and the aforesaid northerly moiety or half part of the said township number eight, was conveyed by the said Enoch Wiswall by deed bearing date the twenty-eighth day of May, one thousand eight hundred and twenty-three, to Joseph F. White, of the city of New York, and by the said Joseph F. White to Samuel Whiting, aforesaid, by deed bearing date the sixth of June, one thousand

eight hundred and twenty-three, together with all and singular the rights, members, privileges, hereditaments, and appurtenances whatsoever, unto the said above mentioned and described premises, in any wise appertaining or belonging, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, and to the same, and every part and parcel thereof, with the appurtenances: To have and to hold the the above granted, bargained, and described premises, and every part and parcel thereof, with the hereditaments and appurtenances, unto the said parties of the second part, their heirs and assigns, to their only proper use, benefit and behoof, forever. And the said parties of the first part, for themselves, their heirs, executors, and administrators, do covenant, grant, promise and agree to and with the said parties of the second part, their heirs and assigns, that they, the said parties of the first part, at the time of the sealing and delivery of these presents, are lawfully seized in their own right, of a good, sure, absolute, and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted, bargained, and described premises, with the appurtenances, and have good right, full power, and lawful authority, to grant, bargain, sell, and convey the same in manner and form aforesaid. And that the said parties of the second part, their heirs and assigns shall and may at all times hereafter peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises and every part and parcel thereof, with the hereditaments and appurtenances, without any let, suit, trouble, molestation, eviction, or disturbance of the said parties of the first part, their heirs or assigns, or of any other person or persons whomsoever; and that the same now are free, clear, discharged, and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and incumbrances of what nature or kind soever. And also that the said parties of the first part, and their heirs and all and every other person or persons whomsoever, lawfully or equitably deriving any estate, right, title, or interest of, in, or to the herein before granted premises, by, from, under, or in trust for them, shall and will at any time or times hereafter, upon the reasonable request and at the proper cost and charges in the law of the said parties of the second part, their heirs and assigns, make, do, and execute, or cause or procure to be made, done, and executed, all and every such farther and other lawful and reasonable acts, conveyances, and assurances in the law for the better and more effectually vesting and confirming the premises hereby intended to be granted, in and to the said parties of the second part, their heirs and assigns, forever, as by the said parties of the second part, their heirs or assigns, or by their counsel learned in the law, shall be reasonably devised, advised, or required; and the said parties of the first part, their heirs, the

above described and hereby granted and released premises, and every part and parcel thereof, with the hereditaments and appurtenances, unto the said parties of the second part, their heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, shall and will warrant, and by these presents forever defend.

In witness whereof, the parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

SAMUEL WHITING, [L. S.]
HANNAH B. WHITING, [L. S.]

Sealed and delivered in the presence of
JOHN L. TIFFANY.

CITY AND COUNTY OF NEW YORK, *ss.*

On this twenty-eighth day of July, in the year one thousand eight hundred and twenty-seven, before me personally appeared Samuel Whiting, known to me to be the grantor named in, and who has executed the foregoing or annexed indenture, and acknowledged the same to be his voluntary act and deed for the uses and purposes therein mentioned; and there being no erasures or interlineations, I do allow the same to be recorded.

B. W. BONNEY, *Commissioner, &c.*

CITY OF TROY, *ss.*

On the 30th day of July, 1827, John L. Tiffany, who is a subscribing witness to the within deed, and made oath before me, that the parties whose signatures appear to the within deed, executed the same in his presence, and for the purposes therein mentioned. And on examining the said Hannah B. privately and apart from her said husband, she acknowledged to have executed the same without any fear or compulsion of her husband.

J. N. CUSHMAN, *Com. &c. for Troy.*

Deed—Delespine to Wiswall.

This indenture made the tenth day of December, in the year of our Lord one thousand eight hundred and twenty-seven, between Joseph Delespine, of St. Augustine, in the Territory of East Florida, merchant, party of the first part; and Enoch Wiswall, of the city of New York, in the State of New York, broker, party of the second part, witnesseth: That the said party of the first part for and in consideration of the sum of thirty-four thousand five hundred and sixty dollars, of lawful money of the United States of America, to him in hand paid, at or before the ensealing and delivery of these presents, by the said party of the second part, the receipt whereof is hereby acknowledged and the said party of the second part, his heirs, executors, and administrators, forever released and discharged

from the same, by these presents hath granted, bargained, sold, aliened, remised, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey, and confirm unto the said party of the second part, and to his heirs and assigns forever, all the one full, equal, undivided sixth part of nine certain townships of land, situated, lying, and being and adjoining the waters of Tampa and Hillsborough bays, in the aforesaid Territory of East Florida, known and distinguished by the numbers following, to wit: one (No. 1,) two (No. 2,) three (No. 3,) four (No. 4,) five (No. 5,) six (No. 6,) twelve (No. 12,) thirteen (No. 13,) sixteen (No. 16,) and the aforesaid equal undivided sixth of the several townships of land respectively, numbered as aforesaid, and hereby granted, released, and conveyed, or mentioned, or intended so to be, are part and parcel of a certain tract of land, of eight leagues square, situated on Tampa and Hillsborough bays, in East Florida aforesaid, and divided into sixteen townships, numbered from one to sixteen (both numbers inclusive) granted by Enrique White, to Don Pedro Miranda, on the twenty-sixth day of November, in the year of our Lord one thousand eight hundred and ten. Together with all and singular the tenements, hereditaments, and appurtenances whatsoever, unto the said above mentioned and described premises in anywise appertaining or belonging, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof. And also, all the estate, right, title, interest, dower, and right of dower, property, possession, claim, and demand whatsoever, as well in law, as in equity of the said party of the first part, of, in, or to the same, and every part and parcel thereof, with the appurtenances: To have and to hold the above granted, bargained, and described premises, with the appurtunances unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit, and behoof, forever. And the said Joseph Delespine, for himself, his heirs, executors, and administrators, and for each, and every of them, doth covenant, promise, and agree, to and with the said party of the second part, his heirs, and assigns, by these presents, that the said party of the first part, hath not made, done, committed, executed, or suffered any act or acts, thing or things, whatsoever, whereby, or by means whereof, the said above mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall, or may be, impeached, charged, or incumbered, in any manner or way, whatsoever.

In witness whereof, the said party of the first part, hath hereunto set his hand and seal, the day and year first above written.

JOSEPH DELESPINE. [L. S.]

Sealed and delivered in the presence of
ROBERT L. WILSON,
ELIAS T. NETESEN.

CITY AND STATE OF NEW YORK, *ss.*

On the eighteenth day of December, one thousand eight hundred and twenty-seven, personally appeared Joseph Delespine, to me known to be the person described in, and who executed the within indenture, and acknowledged that he executed the same for the uses and purposes therein mentioned. I do therefore, allow the same to be recorded.

FRED. A. TALLMADGE,
Commissioner authorised to acknowledge Deeds, &c.

[Relinquishment of dower is annexed.]

Deed—Wiswall to Van Solingen.

E. B. G. No. 5. This indenture made the twenty-first day of October, in the year of our Lord one thousand eight hundred and twenty-eight, between Enoch Wiswall, of the city and county of New York, gentleman, party of the first part, and Henry M. Van Solingen, of the said place, physician, party of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of nine thousand and fifty dollars, lawful money of the United States of America, to him in hand paid, at or before the ensealing and delivery of these presents by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part, his heirs, executors, and administrators, forever released and discharged from the same, by these presents hath granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, enfeoff, convey, and confirm, unto the said party of the second part, and to his heirs and assigns forever, all that certain part of a township or tract of land situated near the Hillsborough bay, on the westerly side of East Florida, being part of a grant of land made to Don Pedro Miranda, by the late government of said Florida, in the year eighteen hundred and ten, which township is marked and numbered on a map of said tract, hereunto annexed, as township No. (8) eight. The part of said tract hereby intended to be conveyed, being bounded as follows, viz: beginning at the intersection of the lines which divide the four townships, numbered seven, eight, nine, and ten, where the four corners of said townships meet; thence, running due east four miles, or three hundred and twenty chains; thence, due north two miles, or one hundred and sixty chains; thence, due west four miles, or three hnndred and twenty chains; thence, due south two miles, or one hundred and sixty chains, to the place of begininng: Which boundaries include eight square miles or sections as laid down on said map, and numbered (27) twenty-seven, (28) twenty-eight, (29) twenty-nine, (30) thirty, (31) thirty-one, (32) thirty-two, (33) thirty-three, (34) thirty-four, and contain five thousand one hundred and twenty acres, more or less;

also, two hundred and eight acres, to be taken from the west side of section number (26) twenty-six, and adjoining the east side of of section (27) twenty-seven, by a line running north and south across said section, No. (26) twenty-six. Together with all and singular the hereditaments and appurtnnances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also, all the estates, rights, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the same, and every part and parcel thereof, with the appurtenances: To have and to hold all and singular the premises above granted and described, together with the appurtenances, unto the said party of the second part, his heirs and assigns, forever. And the said Enoch Wiswall, for himself, his heirs, executors, and administrators, for each and every of them, doth covenant, promise, and agree to, and with the said party of the second part, his heirs and assigns, by these presents, that the said party of the first part, hath not made, done, committed, or executed, any act or acts, thing, or things, whatsoever, whereby, or by means whereof, the said abovementioned and described premises, or any part thereof, now are, or at any time hereafter, shall or may be impeached, charged, or incumbered, in any manner or way whatsoever.

In witness whereof, the said party of the first part, hath hereunto set his hand and seal, the day and year first above written.

ENOCH WISWALL, [L. S.]

Sealed and delivered in the presence of
JOS. FITCOMB.

STATE OF NEW YORK, *City and County of New York, ss.*

On this twenty-first day of October, one thousand eight hundred and twenty-eight, before me personally appeared Enoch Wiswall, known to me to be the same person described in, and who has executed the within deed, and he acknowledged that he had executed the same for the uses and purposes therein mentioned. No alterations appearing therein except such as noted, I allow it to be recorded.

EFFINGHAM SCHIFFELIN,
Alderman 12th Ward, and one the Judges of the Court of Common Pleas in and for the City and County of New York.

Deed—Murray to Pell.

E. B. G. No. 7. This indenture made the thirtieth day of November, in the year of our Lord one thousand eight hundred and twenty-nine, between James B. Murray, of the city and State of New

York, and Maria his wife, of the first part, and Ferris Pell, at present of Poughkeepsie, in the county of Duchess, and State aforesaid, but formerly of the city of New York, of the second part: Whereas the said parties of the first part by their certain deed of indenture, bearing date on the seventeenth day of October, in the year one thousand eight hundred and twenty-five, did, in consideration of the sum of one thousand five hundred dollars, lawful money of the United States, to them in hand paid by the said party of the second part, grant, bargain, and sell, alien, release, remise, enfeoff, convey, and confirm unto the said party of the second part, his heirs and assigns forever, " the northwesternmost quarter of that certain tract or township of land, lying and being in the Territory of East Florida, and being part of a larger tract of land on the waters of Tampa and Hillsborough bays, granted by the late Governor White to Pedro Miranda, by an indenture, bearing date the twenty-sixth day of November, Anno Domini 1810, and which tract or township now granted is designated as number (7) seven on a map of said grant by Charles Vignoles, and on record in the proper office at St. Augustine; said tract or township being bounded on the north by township number (2) two, on the east by township No. (8) eight, on the south by township No. (10) ten, and on the west by township No. (6) six, the whole of which said tract or township number (7) seven contains twenty-three thousand and forty acres, be the same more or less, and is the same which was conveyed to the said James B. Murray, by deed bearing date the thirteenth day of February, A. D. 1822, executed by the said Don Pedro Miranda, of St. Augustine, in East Florida, by Robert Halliday, his attorney, as by reference to the said deed will more fully appear, it being the intention and design of the present indenture to convey to said Ferris Pell, his heirs and assigns, one-fourth part of the said tract under the said title, which said fourth part is hereafter to be surveyed and set apart at the expense of the said party of the second part." And whereas the said indenture was afterwards and on or about the twenty-sixth day of October, in the year aforesaid, acknowledged before William P. Van Ness, Esquire, now deceased, but then district judge of the United States for the southern district of New York, as by the said indenture in the possession of the said party of the second part, may, reference being thereunto had, appear. And whereas it hath been alleged that the said deed was not duly executed and acknowledged in the manner and pursuant to the form required by the laws of the Territory of East Florida to entitle the same to be recorded in said territory. Now, therefore, this indenture witnesseth, that the said parties of the first part, for the purpose of giving effect to the sale of the lands and premises in the said indenture hereinbefore mentioned and referred to, and for the purpose of enabling the said party of the second part to put the evidence of his title to the said lands on record, do hereby ratify and confirm the said indenture and every thing therein contained; and the said parties of the first part, (the said Maria, one

of the said parties, having become a party hereto, for the purpose of relinquishing and extinguishing all her dower and right of dower, and all other right, title, and interest whatsoever which she now has or can, or may hereafter challenge or claim in and to the said lands,) in consideration of the premises above mentioned, and of the further sum of one dollar to them in hand paid by the said party of the second part at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have remised, released, aliened, conveyed, and confirmed, and by these presents do remise, release, alien, convey, and confirm unto the said Ferris Pell, his heirs and assigns, all that certain tract, piece, or parcel of land herein before mentioned and described, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, dower, and right of dower, claim, and demand whatsoever of them, the said parties of the first part, and of each of them, of, in, and to the same: To have and to hold all and singular the said premises above described with the appurtenances unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit, and behoof, forever; and the said James B. Murray, for himself, his heirs, executors, administrators, doth hereby covenant and agree to and with the said party of the second part, his heirs and assigns, that he, the said party of the second part, his heirs and assigns, shall and may peaceably and quietly have, hold, use, occupy, possess, and enjoy the said above granted and described premises, and every part thereof, with the heraditaments and appurtenances, without the let, suit, hindrance, molestation, or denial of the said James B. Murray, his heirs or assigns, or any person or persons lawfully claiming or to claim by, from, or under him or them.

In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals the day and year first above written.

JAMES B. MURRAY, [SEAL.]
MARIA MURRAY, [SEAL.]

Sealed and delivered in the presence of
JOHN L. MASON,
HAM. MURRAY.

SOUTHERN DISTIRCT OF NEW YORK, *ss.*

I, Frederick I. Betts, clerk of the United States district court for the southern district of New York, do hereby certify, that on this twenty-second day of February, in the year of our Lord one thousand eight hundred and thirty, personally appeared before me James B. Murray, to me known to be one of the parties described in, and who executed the within indenture; and also John L. Mason and Hamilton Murray, the subscribing witnesses thereto; and the said John L. Mason and Hamilton Murray being by me severally duly sworn, did each of them depose that they saw the

said James B. Murray sign, seal, and deliver the within indenture, and that they, the said John L. Mason and Hamilton Murray, subscribed their names as witnesses thereto; and the said James B. Murray, being by me duly sworn, did depose and say that he did execute the said indenture for the purposes expressed therein. And I do further certify, that on the said day of February, in the year aforesaid, personally appeared before me Maria, the wife of the said James B. Murray, and in my presence and in the presence of Samuel R. Betts, Esq., district judge of the United States for the southern district of New York, and separately and apart from her said husband, signed and sealed the within indenture, for the purpose of relinquishing her dower in the lands therein mentioned, and acknowledged that the said relinquishment and renunciation of dower was made freely and voluntarily, and without any compulsion, constraint, apprehension, or fear of or from her said husband.

In witness whereof, I have hereto set my hand and seal of office, this twenty-second day of February, in the year of our Lord one thousand eight hundred and thirty, and [SEAL.] of the Independence of the United States of America the fifty-fourth.

FRED. I. BETTS, *Clerk.*

I, Samuel R. Betts, district judge of the United States of America, for the southern district of New York, do hereby certify that Frederick I. Betts, before whom the foregoing acknowledgment and proofs were taken, was at the time of taking the same, clerk of the district court of the United States of America for said southern district of New York, and that full faith and credit are to be given to his acts and deeds. And I do further certify that the execution, acknowledgment, and proofs in the above certificate mentioned, were each and all of them made in my presence, at the time and in the manner mentioned in the said certificate.

SAMUEL R. BETTS,
Judge of the United States for the Southern District of New-York.

And afterwards, at the same term of July, in the year of our Lord one thousand eight hundred and forty, to wit, on Friday, the fifth day of said term, and the seventeenth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA, JAMES B. MURRAY, HENRY M. VAN SOLINGEN, FERRIS PELL, ENOCH WISWALL, DAVID B. OGDEN, THOMAS R. MERCEIN, LAMBERT SUYDAM, MOSES JAQUES, HENRY ECKFORD, JOHN LEE, JOHN DRYSDALE, and MICHAEL LAZARUS
against
THE UNITED STATES OF AMERICA.
} Land claim, 368,640 acres.

Agreement for Decree.

This day came as well the counsel for the said claimants as the counsel for the said United States, and presented to the court the

agreement of counsel filed herein, in the words and figures following, to wit:

IN THE SUPERIOR COURT.

In Chancery, July Term, 1840.

PEDRO MIRANDA and others
vs.
THE UNITED STATES. } Land claim for 368,640 acres.

It is hereby agreed by the solicitors and counsel of the parties in this cause respectively, that a decree *pro forma* shall be entered therein at the present term of this court for forty-six thousand and eighty acres of land, to be located agreeably to the calls of the grant under which the petitioners claim; from which decree both parties, or either, may appeal to the Supreme Court of the United States. The costs to abide the decision of the said court. St. Augustine, July 17, 1840.

JNO. DRYSDALE, *Sol. for Petrs.*
THOS. DOUGLAS, *U. S. Atty., &c.*

Decree of the Court.

Whereupon, on motion and in pursuance of the said agreement above set forth, a decree is now entered *pro forma* for the said claimants, in manner following, that is to say:

Whereas Pedro Miranda, James B. Murray, Henry M. Van Solingen, Ferris Pell, Enoch Wiswall, David B. Ogden, Thomas R. Mercein, Lambert Suydam, Moses Jaques, Henry Eckford, John Lee, John Drysdale, and Michael Lazarus, did, in pursuance of the act of the Congress of the United States, entitled "An act supplementary to the several acts providing for the settlement and confirmation of private land claims in Florida," and approved 23d day of May, 1828, on the 9th day of May, 1829, file their petition for the confirmation of certain land therein mentioned, in the clerk's office of the superior court for the eastern district of Florida.

And whereas the attorney of the United States for said district, did duly appear and file his answer to the said petition, and this cause having been heard and evidence and testimony offered and read, as well on the part of the said claimants, as on that of the United States, this court doth order, adjudge, and decree, that this claim is valid to the extent or for the quantity of land hereinafter mentioned, and that in accordance with the laws and customs of Spain, and under and by virtue of the late "treaty of amity, settlement, and limits between the United States of America and the King of Spain," ratified by the President of the United States on the 22d of February, 1821, and under and by virtue of the laws of nations, and of the United States, it is hereby confirmed, adjudged, and decreed unto the said claimants to the extent of forty-six thousand and eighty acres of land, situated "on

the waters of the Bays of Hillsborough and Tampa, in this province," as in the memorial of the said Pedro Miranda to the governor, and the grant of the governor thereon is set forth.

Appeal by United States.

And afterwards, at the same term of July, in the year of our Lord one thousand eight hundred and forty, to wit, on Wednesday the eighth day of said term, and the twenty-second day of said month, the following appeals were entered of record in this cause, to wit:

THE UNITED STATES OF AMERICA *ads.* PEDRO MIRANDA and others. } Land claim.

This day came as well the attorney of the United States for this district, as the solicitor for the said claimants, and the said attorney of the United States moved the court that an appeal be granted in this case, on behalf of the said United States, from the decree of this court to the Supreme Court of the United States, and that a citation with notice of said appeal may be forthwith issued by the clerk of this court to the appellees, and that the same may be served by the marshal of this district upon the said appellees or their solicitor or agent, and returned to this court within thirty days from the issuing thereof. All of which is ordered accordingly.

Appeal by the Claimants.

PEDRO MIRANDA and others *vs.* THE UNITED STATES OF AMERICA. } Land claim.

This day came as well the solicitor for the said claimants as the counsel for the United States, and the said claimants, by their solicitor, moved the court that an appeal be granted in this case, on behalf of the said claimants, from the decree of this court, in so far as it declares the grant in the petition in this cause mentioned, to be valid to the extent only of forty-six thousand and eighty acres of land, instead of eight leagues square, or three hundred and sixty-eight thousand six hundred and forty acres, to the Supreme Court of the United States; which is granted accordingly.

Citation of Appeal and Return.

Copy of the citation of appeal issued in pursuance of the above order, with the return of the marshal thereon, to wit:

In the name and by the authority of the United States of America, to Pedro Miranda, James B. Murray, Henry M. Van Solingen, Ferris Pell, Enoch Wiswall, David B. Ogden, Thomas R. Mercein, Lambert Suydam, Moses Jaques, Henry Eckford, John Lee, John Drysdale, and Michael Lazarus, or to their agent, attorney, or solicitor, greeting:

You are hereby cited and admonished that an appeal has been taken on the part of the United States, from the decree of the superior court for East Florida to the Supreme Court of the United States, in a certain claim to forty-six thousand and eighty acres of land, wherein you, the said Pedro Miranda and others, are claimants, and the said United States respondent; and that the record in said cause will be forwarded to the said Supreme Court, to be placed on the docket of said court, at the next term thereof, to be holden on the second Monday of January next.

Witness the honorable Isaac H. Bronson, judge of our
[SEAL.] said court, at the court-house in the city of St. Augustine, this 24th day of July, A. D. 1840.

K. B. GIBBS, *Clerk.*

J. DRYSDALE, *Sol. for Pet's.*
T. DOUGLAS, *Dist. Att'y.*

Marshal's Return.

Served, by delivering a copy of this process to John Drysdale, Esq., July 27th, 1840.

JOHN M. FONTAIN,
Dep. Marshal.

SUPERIOR COURT, *District of East Florida.*

I, Kingsley B. Gibbs, clerk of the said court for the district aforesaid, do hereby certify that the foregoing four hundred and thirteen pages and twenty-one lines, contain a full, true, and complete transcript of the record and proceedings had in the case therein named, in my charge; and that the plat of survey hereto attached, and made a part of this record, is truly and correctly taken and copied from the said Senate document, No. 196, referred to in this record.

In witness whereof, I have hereto set my hand, and affixed
[SEAL.] the seal of the said court, at the city of St. Augustine, this twentieth day of November, A. D. 1840.

K. B. GIBBS, *Clerk.*

By the honorable Isaac H. Bronson, Judge of the Superior Court for the District of East Florida. To all to whom these presents shall come, be seen, or made known, greeting:

Know ye, that Kingsley B. Gibbs, who hath signed the foregoing attestation, is clerk of the superior court for the district of East Florida; that all due faith and credit are and ought to be given to his acts as such; and that the foregoing attestation is in due form of law.

In testimony whereof, I have hereto set my hand, at the city of St. Augustine, this twentieth day of November, A. D. 1840, and in the sixty-fifth year of the Independence of the United States of America.

I. H. BRONSON, *Judge, &c.*

FEIGNED ISSUE.

PEDRO MIRANDA

AGAINST

THE UNITED STATES.

By the honorable Isaac H. Bronson, Judge of the Superior Court for the District of East Florida. To all to whom these presents shall come, be seen, or made known, greeting:

Know ye, that Kingsley B. Gibbs, who hath signed the foregoing attestation, is clerk of the superior court for the district of East Florida; that all due faith and credit are and ought to be given to his acts as such; and that the foregoing attestation is in due form of law.

In testimony whereof, I have hereto set my hand, at the city of St. Augustine, this twentieth day of November, A. D. 1840, and in the sixty-fifth year of the Independence of the United States of America.

I. H. BRONSON, *Judge, &c.*

FEIGNED ISSUE.

PEDRO MIRANDA

AGAINST

THE UNITED STATES.

FOREIGNED ISSUE.

PEDRO MIRANDA

ADAIRSVILLE

THE UNITED STATES.

SUPERIOR COURT, *East Florida.*

PEDRO MIRANDA, and others
vs.
THE UNITED STATES OF AMERICA. } Claim for land.

Be it remembered, that on the tenth day of July, in the year of our Lord one thousand eight hundred and thirty-eight, the following agreement of the counsel in said cause, was brought and filed in the clerk's office of the said court, to wit:

IN THE SUPERIOR COURT, *Eastern district of Florida.*

PEDRO MIRANDA, and others
vs.
THE UNITED STATES. } Claim for land.

It is agreed by the solicitors and counsel respectively, of the parties in this cause, that it be continued for the term, that a feigned issue be made for the purpose of trying the genuiness of the grant under which the petitioners claim title in this case. That on the trial of that issue the said Pedro Miranda be plaintiff, and the United States be defendant, and that the said trial be had before a struck jury from a pannel of thirty-six, at a court to be held at St. Augustine, at the next March term of the superior court, and if a trial cannot be had then, at such other time as the parties may agree upon or the court direct.

And it is further agreed that the exhibits referred to in the petition and answer if any there be, or such parts of them as the solicitors of the parties respectively, shall think fit to offer, be made as evidence to the said jury, together with the depositions taken in the said cause now of file in the papers thereof; and also all such deeds, concessions, grants, writings and other proofs, as have been received in evidence by the court, which the respective solicitors may think fit to offer.

And it is further agreed that the said parties, shall be at liberty to take such further testimony upon interrogatories, to be used on said trial, as they may have the power to procure, as well as to introduce any other legal and admissible evidence before the said jury, either orally, or otherwise, at the time of the said trial.

And it is further agreed that the said issue, be made up at the present term of this court, and that depositions taken thereafter be entitled, as if taken in the present case now depending in the land court, before the chancellor, and that any oral testimony taken on

the trial of said issue, be reduced to writing and sent back with the record on this case to the court of chancery, to be sent up with the other testimony to the superior court.

Dated, St. Augustine, July 10th, 1838.

THOMAS DOUGLAS, *U. S. Attorney.*
S. L. BURRITT, *Asst. counsel, U. S.*
JOSEPH L. SMITH, } *Sol. for*
JOHN DRYSDALE, } *Pet's.*

And afterwards, on the eighteenth day of July in the year of our Lord one thousand eight hundred and thirty-eight, in pursuance of the said above set forth agreement, a feigned issue was filed in this cause, in the words and figures following, to wit:

In the superior court, eastern district of Florida, of March term, one thousand eight hundred and thirty-nine, St. John's county to wit:

Pedro Miranda, plaintiff in this suit, complains of the United States, defendant therein, of a plea of trespass on the case on promises, &c. For that whereas heretofore, to wit: on the first day of December, one thousand eight hundred and thirty-seven, at Tampa Bay, to wit: in the county aforesaid, the said Pedro Miranda, was seized and possessed in fee simple absolute, of all that certain tract or parcel of land, commonly called the Miranda grant, containing eight leagues square, and situated on the waters of Hillsborough and Tampa Bays, in the district aforesaid, under and in virtue of a certain concession or grant, in absolute property, bearing date the twenty-sixth day of November, one thousand eight hundred and ten, made by Don Enrique White, then the governor of the then province of East Florida; and the said Pedro Miranda, being so seized, and possessed of the said lands, and having before the day and year first aforesaid, made and entered into divers contracts and engagements, for the sale and delivery of certain large quantities of live oak timber, for ship building, to divers persons in different parts of the United States, had on the day, and year aforesaid, and on the said land so granted to him, as aforesaid to wit: in the county aforesaid, in pursuance of his said contracts and engagements, and for the purpose of carrying the same into effect on his part, cut, hewed and prepared for shipping, a large quantity of live oak timber, fit for ship building, to wit: three thousand cubic feet, of great value to wit: of the value of five thousand dollars, at the places of delivery, under the said contracts and engagements, so entered into, by the said Pedro Miranda as aforesaid. And the said Pedro Miranda avers that afterwards, to wit: on the same day and year first aforesaid, at Tampa Bay aforesaid, to wit: in the county aforesaid, one Thomas Jones, acting under the authority of the said United States, and against the will and consent of the said

Pedro Miranda, took possession of and carried away, the said three thousand feet of live oak timber, and converted and appropriated the same to the use of the said United States. By means of which said several promises, the said United States became liable to pay to the said Pedro Miranda, the aforesaid sum of five thousand dollars, and being so liable, the said United States undertook and promised the said Pedro Miranda to pay him, the said sum of five thousand dollars, whenever they should be thereto afterwards required. Yet though frequently requested to pay the said sum of money, to the said Pedro Miranda, the said United States have not paid the same or any part thereof, but so to do have hitherto refused and still refuse, to the damage of the said Pedro Miranda, of eight thousand dollars, and therefore he brings his suit, &c.

JOHN DRYSDALE,
Ptff's Att'y.

IN THE SUPERIOR COURT, *Of March Term*, 1839.

THE UNITED STATES
ads.
PEDRO MIRANDA.

And the said United States, by Thomas Douglas, their attorney, come and defend the wrong and injury when, &c., and say that the said Pedro Miranda, ought not to have and maintain his said action thereof against them, because they say that though they admit that the said timber, in the said declaration mentioned, was cut, hewed and prepared for shipping, by the said Pedro Miranda as therein is alleged; that it was so cut, hewed, and prepared for shipping by the said Pedro Miranda, for the purpose of fulfilling and performing his said contracts and engagements as stated and set forth in his said declaration; that the said timber was of value of five thousand dollars, and was taken possession of and carried away from the lands in the said declaration described, by the said Thomas Jones, and by him converted and appropriated to the use of the said United States, under and in virtue of their authority, and by their directions as in the said declaration is alleged; yet for plea in this behalf, the said United States say and aver, that the said concession or grant in the said declaration mentioned, and therein pretended and alleged to have been made by the said Don Enrique White, in the said declaration named, to the said Pedro Miranda, was and is a fraudulent and forged concession or grant, and that the signature "White," to the said pretended concession or grant subscribed, is forged. Wherefore the said United States say, that the said lands in the said declaration described, was not the lands of the said Pedro Miranda, nor the timber therein mentioned his property. And this the said United States are ready to verify; wherefore they pray judgment if the said Pedro Miranda ought to have or maintain his said action thereof against them, &c.

THOMAS DOUGLAS, *U. S. Att'y, &c.*

IN THE SUPERIOR COURT,
Eastern district of Florida, March Term, 1839.

PEDRO MIRANDA
vs.
THE UNITED STATES.

And the said Pedro Miranda, as to the said plea of the said United States by them above pleaded saith, that the said Pedro Miranda, by reason of any thing by the said United States in that plea alleged, ought not to be barred from having and maintaining his aforesaid action thereof, against them, because he saith that the said concession or grant in the said declaration mentioned, is not a fraudulent or forged grant or concession, and that the signature "White," to the said concession or grant is not forged, as the said United States have in their said plea alleged; and this he the said Pedro Miranda prays may be enquired of by the country, &c. And the said United States doth the like, &c.

JOHN DRYSDALE,
Ptff's Att'y.

And afterwards, before the superior court, for the district of East Florida, holden at the court-house in the city of St. Augustine, at the term of July, in the year of our Lord one thousand eight hundred and thirty-eight, to wit: on Thursday, the nineteenth day of said month of July, the following order was entered of record in this cause, to wit:

PEDRO MIRANDA, and others
vs.
THE UNITED STATES.
Land claim, 368,640 acres.

And now on this day came the petitioners in this cause, by their solicitors and counsel, and the United States by their solicitor the district attorney, and their counsel. And under the agreement of said solicitors and counsel, bearing date the tenth day of the present month of July, and now of file in the said cause, it is ordered that the feigned issue made up and of file in the papers in the said cause, for the purpose of trying the genuineness of the concession or grant, under which the petitioners claim title, according to the terms of said agreement, be transfered to the common law side of this court, and be placed on the docket of common law cases for trial, at the next March term of said court, and that the said issue shall be tried at that term, if the business of the court will permit, agreeably to and in the manner provided by the said agreement.

And afterwards, before the superior court for the district of East Florida, holden at the court-house in the city of St. Augustine, at the term of March, in the year of our Lord one thousand eight

hundred and thirty-nine, to wit: on Thursday the sixteenth day of said term and the second day of the month of April, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA, and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

This day came as well the counsel for the said claimants, as the counsel for the United States, and the motion of the counsel for the United States, for a continuance of this cause is overruled by the court. Whereupon, on motion of the said claimants counsel, it is ordered that the supplemental answer of the United States attorney, for which leave to file was granted on Wednesday last, be filed within twenty days from this date, and it is further ordered, the court not now having time to proceed in the hearing of this cause, that a veneri facias do issue in this case, requiring the appearance of thirty-six jurors before this court, on the first Monday in August next, as provided by the agreement of the parties of file in this cause, and dated the 10th day of July, 1838.

Copy of the veneri facias directed to be issued, by the foregoing order, with the return of the marshal thereon, to wit:

In the name and by the authority of the United States of America, to the marshal of the United States for the eastern district of Florida, greeting:

You are hereby commanded that you cause to come before the judge of our superior court, for the district of East Florida, to be holden at the court-house in the city of St. Augusrine, on the first Monday of August next, thirty-six such persons as are qualified according to law, to serve as petit jurors in the court aforesaid, in a certain matter before the said court depending, wherein Pedro Miranda is plaintiff, and the United States of America defendant. And have then there the names of jurors and this writ:

Witness the honorable Robert R. Reid, judge of our said
[L. S.] court, at the court-house aforesaid, this 20th day of June, A. D. 1839.

K. B. GIBBS, *Clerk.*

Executed this writ by summoning the following named persons, to serve as jurors, viz: William Travers, Mathew Solana, George Centre, Theodore Flotard, Peter B. Dumas, Douglas Dummett, George E. Wallace, James Riz, Abraham Dupont, William Oates, Alexander Watson, John Phillips, Morris Tucker, George Colee, John M. Hanson, Augustus Poujaud, Manuel Cresper, Philip Meadman, sen., Nathaniel Scobie, Samuel H. Williams, Samuel

Northrop, Peter Benet, Elias Wallen, Venancia Sanchez, Joseph E. Pomar, George L. Phillips, James Keogh, Joseph M. Hernandez, Robert Mickler, Bartolo Oliveros, James Pellicer, Philip Meadman, jun., John C. Huther, R. D. Foutane, Hezekiah Pinkhams, Michael Usena.

JOSEPH S. SANCHEZ, *Marshal.*

St. Augustine, 2d July, 1839.

And afterwards, on the twenty-second, day of July, 1839, the following order was made by the said court, to wit:

MONDAY, *July 22d*, 1839.

Ordered that an extra term of the superior court, sitting at a court of common law, be held at the court-house in the city of St. Augustine, on Monday the fifth day of August next.

And afterwards, before the superior court for the district of East Florida, holden at the court-house in the city of St. Augustine, at August extra term, in the year of our Lord one thousand eight hundred and thirty-nine, to wit: on Monday the first day of said term, and the fifth day of the month of August, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA, and others
vs.
THE UNITED STATES. } Land claim, feigned issue.

This day came as well John Rodman, and Joseph L. Smith, esq's, two of the counsel for the said claimant, as the attorney of the United States for this district, and the jurors summoned to try the feigned issue made up in this case, appeared in court and took their seats. But it appearing to the court that John Drysdale, esq., one of the counsel for the said claimants, is so much indisposed as to be unable to attend the court, on motion, it was ordered, that the jurors summoned in this case, be adjourned over, and the hearing in this cause postponed till Monday, the 19th inst., at 12 o'clock, M.

And afterwards, at the same August extra term, in the year of our Lord one thousand eight hundred and thirty-nine, to wit: on Monday the second day of said term and the nineteenth day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA
vs.
THE UNITED STATES. } Land claim, feigned issue.

This day came as well the counsel of the said plaintiff, as the counsel for the United States, and the panel of the jury summoned

to attend in this case, was called by the marshal. Whereupon the said United States by their counsel, challenged the array of the said jurors this day presented, and filed the following reasons therefor, to wit:

First. Because the said counsel having agreed with the counsel of the plaintiff, to try this issue by a special or struck jury, they object that they have had no notice, from the proper officer, or any notice whatever, of the naming and striking of the special jury in this case, which should have been done in the presence of counsel out of court; and twelve only ready to try, and not thirty-six jurors should have been presented to the court.

Second. Because the whole of said jurors have been summoned from the city of St. Augustine, in St. John's county, and as an ordinary jury under the direction of the court.

Third. Because not one of said jurors has been summoned from the county of Hillsborough, in which the tracts of land in controversy lies, or from either of the other five counties, to wit: Alachua, Columbia, Nassau Duval, or Mosquito, of which together with St. John's and Hillsborough, East Florida is composed, and that all of said jurors, were summoned from the single precinct of St. Augustine aforesaid, in the said county of St. John's, which objections, after argument of counsel were over-ruled by the court.

Elias Wallen, one of the jurors summoned in this case applied to the court to be excused from attending as such, stating that he was the post master of this city; and the said Elias Wallen was thereupon excused by the court, and the marshal was directed to summon an additional juror to supply the place of the said juror so excused.

And afterwards, at the term of August in the year of our Lord one thousand eight hundred and thirty-nine, to wit: on Thursday, the third day of said term, and the 20th day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA
vs.
THE UNITED STATES. } Land claim, feigned issue.

This day came as well the counsel for the said plaintiff as the counsel for the United States, and the pannel of the jury summoned in this case was again called by the marshal, and Augustus Paujaud and Morris H. Tucker, two of the jurors summoned in this case, having filed their affidavits alleging cause for excuse, they were excused from further attendance. And thereupon the marshal was directed by the court to summon four additional jurors in this cause to complete the pannel, to the summoning of which additional jurors the counsel for the United States objected, and the

objection was over-ruled by the court; and the marshal having summoned the additional jurors, and the pannel being now complete, the court ordered that the counsel respectively, proceed to strike off, alternately, twelve jurors, the counsel for the plaintiff commencing; which being done in the presence of the court, the following persons remained as the jurors, to try the issue joined in this case, to wit: Theodore Flotard, George E. Wallace, William Oates, Alexander Watson, Domingo Usina, George Colee, Samuel H. Williams, Samuel Northrop, Venancio Sanchez, Bartolo Oliveros, John C. Huther, and Hezekiah Pinkham, who were duly sworn, well and truly to try this cause, and the court proceeded in the hearing thereof. The plaintiffs counsel offered in evidence a certified copy of the original grant to Pedro Miranda, made by the keeper of the public archives of East Florida, together with a certified translation thereof, by the translation of this court to the admission of which in evidence, the counsel for the United States objected, and the objection was over-ruled by the court. Antonio Alvarez was sworn as a witness on the part of the plaintiff, examined, and his testimony taken, and here the plaintiff rested his case. The United States then offered in evidence the original grant, in this case brought into court by the keeper of the public archives for East Florida, under a subpœna *duces tecum*, duly issued in this case. The counsel for the United States then offered in evidence, the record and proceedings in this cause before this court, sitting as a court of chancery with the direct examination of the witnesses included therein; also the thirteen original grants referred to by said witnesses and now brought into court, by the keeper of the public archives, under a subpœna *duces tecum*, to the admission of which said original grants in evidence the counsel for the plaintiff objected, and the objection was over-ruled by the court. The counsel for the plaintiff offered in evidence the cross examination of the witnesses as contained in the proceedings of this cause before the chancellor.

And the court not having time to proceed further in the hearing of this cause on this day, the further hearing thereof was postponed, and the above named jury adjourned over till to-morrow morning at 10 o'clock.

And afterwards, at the same term of August, in the year of our Lord one thousand eight hundred and thirty-nine, to wit: on Wednesday the fourth day of said term, and the 21st day of said month, the following entry of record was made in this case, to wit:

PEDRO MIRANDA
vs.
THE UNITED STATES. } Land claim, feigned issue.

This day came as well the counsel for the said plaintiff as the counsel for the United States, and the court proceeded in the fur-

ther hearing of this cause, and the jurors sworn herein on yesterday appeared in court and took their seats, to wit: Theodore Flotard, George E. Wallace, William Oates, Alexander Watson, Domingo Usina, George Colee, Samuel H. Williams, Samuel Northrop, Venancio Sanchez, Bartolo Oliveros, John C. Huther, and Hezekiah Pinkham. The counsel for the United States then offered in evidence the documents offered in this case before the chancellor, and included in the record in said cause, which was read to the jury. The counsel for the plaintiff then offered in evidence the testimony of Antonio Alvarez and Bernardo Segui, as contained in the exhibit attached to the answer of the United States Attorney in the chancery case, being the report of the register and receiver on this claim; also the deposition of Tomas de Aguilar, taken under a commission issued in this case, and which was returned and of file before the date of the agreement of councel in this cause, to the admission of which in evidence the counsel for the United States objected, and the objection was over-ruled by the court, to which decision of the court, the counsel for the United States excepted. The counsel for the plaintiff then offered and read in evidence the two depositions of Antonio Alvarez, and the depositions of Bernardo Segui, taken in this case. The counsel for the plaintiff for the purpose of showing that claims have been preferred for large grants of land alleged to have been made by Governor White, then offered in evidence the petitions of the heirs of F. M. Arredondo, junr., of the heirs of F. M. Arredondo, and Moses E. Levy, and of the heirs of Joseph M. Arredondo, to this court, praying the confirmation of certain land therein mentioned; also the report of the register and receiver while acting as land commissioners, on said claims; to the receiving of which in evidence the counsel for the United States objected, and the objection was sustained by the court. Antonio Alvarez was again called and examined. The plaintiff then offered in evidence the original oath of allegiance of James Hall in the Spanish language, brought into court by the keeper of the public archives, and John Rodman was sworn and examined as a witness. The plaintiffs counsel also offered in evidence several original passports in the Spanish language, to which the signature of Governor White is affixed, and brought into court by the keeper of the public archives, to which the counsel for the United States objected, and objection was over-ruled by the court. The counsel for the United States, for the purpose of showing the interest of Tomas de Aguilar in the matter in controversy in this cause, offered the deposition of Manuel Ollivilla taken under commission issued in this case, to the admission of which in evidence the counsel for the plaintiff objected, and the objection was over-ruled by the court.

And the court not having time to proceed further in this cause on this day, the further hearing thereof was postponed, and the above named jury adjourned over till to-morrow morning, at 10 o'clock.

And afterwards, at the same term of August, in the year of our Lord one thousand eight hundred and thirty-nine, to wit: on Thursday, the fifth day of said term, and the twenty-second day of August, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA
vs.
THE UNITED STATES. } Land claim, feigned issue.

This day came as well the counsel for the said plaintiff, as the counsel for the United States, and the court proceeded in the further hearing of this cause, and the jurors heretofore sworn herein, appeared in court and took their seats, to wit: Theodore Flotard, George E. Wallace, William Oates, Alexander Watson, Domingo Usina, George Colee, Samuel H. Williams, Samuel Northrop, Venancio Sanchez, Bartolo Oliveros, John C. Huther, and Hezekiah Pinkham, and the court proceeded in the further hearing of this cause. The counsel for the United States then offered in evidence to the jury, the following original documents, to which the signatures of Governor White are affixed, brought into court by the keeper of the public archives of East Florida, viz: Nos. 7, 8 and 9, containing oaths of allegiance to the Spanish government. Proceedings—Charles Gobert against John McQueen's estate, instituted in 1809. Proceedings—John E. Tate *vs.* Maria Evans' estate, instituted in 1809, and petition of Rafael Hernandez and Antonio Alvarez, was called and examined in reference to the genuineness of the signatures of White to said documents, the counsel for the plaintiff objecting to the nature of said evidence so offered, and to the time at which it is offered, which objections the court overruled, to which decision of the court the counsel for the plaintiff excepted.

And the evidence and testimony in this case being now concluded, argument of counsel was heard on both sides, but the counsel for the plaintiff not being now ready to proceed in the further argument of this cause, the further hearing thereof, and the above named jury, were adjourned over till to-morrow morning at 10 o'clock.

And afterwards, at the same term of August, in the year of our Lord one thousand eight hundred and thirty-nine, to wit: on Friday, the sixth day of said term, and the 23d day of said month, the following entry of record was made in this cause, to wit:

PEDRO MIRANDA
vs.
THE UNITED STATES. } Land claim, feigned issue.

This day came as well the counsel for the said plaintiff as the counsel for the United States, and the court proceeded in the further hearing of this cause, and the jurors heretofore sworn herein, appeared in court and took their seats, to wit: Theodore Flotard,

George E. Wallace, William Oates, Alexander Watson, Domingo Usina, George Colee, Samuel H. Williams, Samuel Northrop, Venancio Sanchez, Bartolo Oliveros, John C. Huther, and Hezekiah Pinkham, and argument of counsel was heard on the part of the said plaintiff, but the court not having time to hear further argument on this day, the further hearing thereof was postponed, and the above named jury adjourned over till to-morrow morning at 10 o'clock.

The counsel for the plaintiff this day filed the following bill of exceptions, to the decision of the court made on yesterday, admitting the evidence offered by the counsel for the United States.

Be it remembered, that on the 22d day of August, and after the plaintiff had closed his rebutting proof, the counsel for the United States, offered in evidence certain written books or papers, marked books Nos. 7, 8 and 9, oaths of allegiance to the Spanish government. Proceedings—Charles Gobert *vs.* John McQueen's estate, instituted in 1809. Proceedings—John E. Tate *vs.* Maria Evans' estate, instituted in 1809. Petition of Rafael Hernandez proved to contain the signatures of Governor White, in order that they might be delivered to the jury, to enable them to compare the signatures therein contained, with the signature to the Miranda grant is genuine or not, and for the purpose of rebutting the evidence given by Tomas de Aguilar in this case, to which evidence the counsel for the plaintiff objected.

Whereupon, the objections of the counsel for the plaintiff were over-ruled by the court, and the said books and papers were received in evidence and delivered to the jury, to be by them compared in manner aforesaid, thereby to decide whether the signature "White" to the Miranda grant is genuine or a forgery. To which decision of the court the counsel for the plaintiff except.

1st. Because by the rules of practice and proceeding in all common law cases, the testimony closes with the rebutting proof of the plaintiff, and the defendant had no right to introduce further proof after the plaintiff had closed his rebutting proof.

2d. Because the purpose for which the said evidence is offered is altogether illegal.

And afterwards, at the same term of August in the year of our Lord one thousand eight hundred and thirty-nine, to wit: on Saturday, the seventh day of said term, and the twenty-fourth day of said month, the following entry of record was made in said cause, to wit:

PEDRO MIRANDA
vs.
THE UNITED STATES. } Land claim, feigned issue.

This day came as well the counsel for the said plaintiff as the counsel for the United States, and the jurors heretofore sworn

herein, appeared in court and took their seats, to wit: Theodore Flotard, George E. Wallace, William Oates, Alexander Watson, Domingo Usina, George Colee, Samuel H. Williams, Samuel Northrop, Venancio Sanchez, Bartolo Oliveros, John C. Huther, and Hezekiah Pinkham, and the court proceeded in the further hearing of this cause, and the said jury having heard the evidence and argument of counsel on both sides, and having also received the charge of the court upon this cause, which was now submitted to them, retired from the court to the jury room to consult on their verdict, and having agreed upon their verdict and returned into court, upon their oaths do say, that they find for the plaintiff, and that the signature "White," subscribed to the concession or grant in the plaintiffs declaration mentioned, is not forged, and they do assess the damages to the said plaintiff at one cent.

Evidence and Testimony.

Offered and read in this cause on the hearing thereof, and numbered from one to ———, inclusive, to wit:

No. 1.

Offered and read by the plaintiff.

Being translation of a certified copy of the original grant, objected to by the counsel for the United States, but admitted by the court.

TRANSLATION.

His Excellency the GOVERNOR:

Don Pedro Miranda, second pilot of the boat of the bar of this port, most respectfully represents to your Excellency, that he has the honor to serve his Catholic Majesty, since the year 1788, when he was employed as rower in the said boat, in which occupation he was engaged until by his approved merits and skill, he made himself capable to fill his present employ. Moreover the truth of his good management is well known to your Excellency, as well as his fidelity and his attachment to the service of his Majesty, of which he given proof in various expiditions, which by disposition of this government your petitioner undertook in the year 1795, on the water course of this province, when it was ravaged by the rebels, and whereas for services so notable and for others rendered subsequently, to the satisfaction of your Excellency, your petitioner has received no reward whatever, and in consideration also that he is poor and necessitous, and that he has no other expectations than from the protection of your Excellency; Therefore he supplicates your Excellency that in remuneration of all what he has represented, and in consideration of his present exhausted situation, to

be pleased to grant to him, in absolute property, a square of eight leagues in the royal lands, which may be found on the waters of the bays of Hillsborough and Tampa, in this province, in virtue of the royal orders concerning granting lands gratuitously to Spanish subjects. Favor which he hopes to receive from the upright justice of your Excellency. St. Augustine, of Florida, 19th of November, 1810. PEDRO MIRANDA.

Decree.

ST. AUGUSTINE OF FLORIDA, 26*th Nov.*, 1810.

The merits and services alleged by this party being notorious and proved to this government, I do grant to him in the term which he solicits, the quantity of land in the places which he indicates, without prejudice to a third person; and in testimony of this grant at all times, let a certified copy of this proceedings be issued to him for his security from the secretary's office.

WHITE.

St. Augustine, 8th November, 1830. I hereby certify the preceeding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

TRANSLATION.

To his Excellency the GOVERNOR:

Don Pedro Miranda, second pilot of the launch of the bar of this port, with the most profound respect to your Excellency, sets forth: That he has the honor of serving his Catholic Majesty, [whom God preserve] since the year 1788, when he was employed as oarsman in said launch, in which capacity he continued to serve, until by his distinguished merits and skill he was appointed to his present employment; moreover your Excellency is well aware of his good management, fidelity, and love to the service of his Majesty, verified in divers expiditions, that under the order of this government, the exponent made in the year 1795, on the rivers of this province, when it was ravaged by the rebels, and since such notorious services and others, afterwards rendered to the satisfaction of your Excellency, the deponent hath never been compensated in any way, and finding himself quite poor and necessitous, without other hope than the protection of your Excellency.

Wherefore he prays your Excellency to be pleased, in recompense of what he has expressed, and in view of his actually impoverished state, [en virtud de su actual exausta situacion,] to grant him in absolute fee, a square of eight leagues, [or eight leagues in a square,] on the royal lands which are found lying on the waters

of the bays of Hillsborough and Tampa in this province, by virtue of the royal orders upon granting lands gratis to Spanish subjects; a favor which he hopes to obtain from the justice of your excellency. St. Augustine, Florida, 19th November, 1810.

Signed. PEDRO MIRANDA.

Decree.

ST. AUGUSTINE, FLORIDA, 26*th Nov.*, 1810.

The merits and services which this petitioner sets forth being notorious and well known to this government, let there be granted to him, on the terms he solicits, the quantity of lands at the points referred to, without injury to a third person; and to prove this grant at all times, let a certified copy hereof be issued from the secretary's office for his security.

Signed. WHITE.

I certify the foregoing to be a correct translation of the annexed document, written in the Spanish language. St. Augustine, 16th August, 1839.

JOHN M. FONTANE, *Translator.*

No. 2.

Being testimony taken in open court on the trial of this cause.

PEDRO MIRANDA *vs.* THE UNITED STATES. } August 20th, 1839.

Antonio Alvarez, sworn as a witness on the part of the plaintiff, states: I am keeper of the public archives of East Florida. Original concessions for land under the Spanish government were kept in the office of the secretary of the government. The papers that were in the secretary's office, and among them original concessions, form part of the public archives at this time, and are in my custody as such keeper.

[Here the plaintiff rested his case.]

Antonio Alvarez called by the counsel for the United States.

Witness states that the original grant to Miranda in this case, and brought into court by the said witness under a subpœna, duces tecum, is the original of the document of which the plaintiff has read the translation of a copy made by me. I cannot say when I first saw the said original; I saw it in the office of the secretary of the government. I cannot recollect how long before the change of flags I first saw said original; I saw it before the change of flags. I do not know how and when the said original was deposited in the secretary's office; I recollect seeing it before the change of flags, but cannot recollect the year. Tomas de Aguilar was secretary, or

acting secretary. I cannot say whether Piena, the former secretary, was dead or not at the date of the grant. Aguilar was acting as secretary when I first saw the grant, and continued as secretary till the change of flags.

The original grants brought into court by the witness under subpœna, duces tecum, being presented to the witness, he states that they are the same documents which he brought into court on the hearing of this cause before, and which were then marked in the court.

August 21st, 1839. Antonio Alvarez, called on this day by the plaintiff, states, that he was acquainted with Doctor James Hall; that he does not believe that Doctor Hall understood the Spanish language.

Examined by the United States.

Witness states that the name of White is an English name. That he was in the office of the secretary of the government in November, 1810.

Examined by Claimant.

Upon the witness being requested to look at the signature of White to the several original oaths of allegiance, brought into court by the said witness as keeper of the public archives, witness states that he believes the said signatures to be genuine signatures of Governor White.

Examined by the United States.

Witness states: I have sometimes seen Governor White sign his name. I think I can say upon my oath, from my knowledge of Governor White's handwriting, that his signatures to the oaths of allegiance, testified to by me as above, are the genuine signatures of Governor White. Witness states: I am constantly seeing the signature of Governor White, and judge somewhat from thus seeing his signatures. I was not present when Governor White signed these oaths of allegiance.

Examined by Plaintiff.

Witness states that the correspondence of the Spanish government was always written in the Spanish language.

Examined by the United States.

Witness states that the Spanish governor here, in writing to Doctor Hall, would have written in the Spanish language; but latterly Governor Coppinger had a translation made, which accompanied the Spanish letter. There was a public translator here, who would translate documents presented to him. If the governor made a communication to any person to be sent to any part, it would be written in the Spanish language.

August 22d, 1839. Antonio Alvarez called by the counsel for the United States.

Upon the following papers, to wit: Books Nos. 7, 8, and 9, of the oaths of allegiance to the Spanish government: proceedings—Charles Gobert, *vs.* John McQueen's estate, instituted in 1809; proceedings—John E. Tate, *vs.* Maria Evan's estate, instituted in 1809: petition of Rafael Hernandez, brought into court by the said witness as keeper of the public archives, being presented to the witness, and he being asked if the different signatures of White to the said papers are not the genuine signatures of Governor White. Witness answers, that the signatures to the said documents, are the genuine signatures of Governor White.

August 21st, 1839. John Rodman sworn as a witness on behalf of the plaintiff.

Upon the original oath of allegiance of Doct. James Hall, brought into court by the keeper of the public archives, being presented to witness, he states, that he was intimately acquainted with Doct. Hall, had a great deal of correspondence with him, and has seen him write frequently; that he has not the smallest doubt that the signature of Doct. Hall to the said oath of allegiance, is in his handwriting.

No. 3.

Being the testimony of witnesses taken on the hearing of this cause before the chancellor, and offered and read on the trial of this cause; the testimony taken on the part of the United States being offered by the counsel for the United States, and that taken on the part of the claimants, offered by the said plaintiffs, to wit:

SUPERIOR COURT, *East Florida.*

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim. October 23d, 1832.

George J. F. Clarke, sworn as a witness in open court on behalf of the United States. Witness states: I was the public surveyor in this territory, from 1811, till the change of the Spanish government in 1821. Witness states: I had an opportunity of becoming acquainted with the manner in which grants and concessions were issued by the Spanish government. Witness states that the usual form in procuring concessions of land was by petition, and the governor decreed thereon; which petition and decree remained in the office of the archives, as the original. Witness states that it was customary to furnish the person receiving a concession, with a copy of the decree, and that copy thus received, was to all Spanish offices, an evidence of title. Witness states that royal titles were

procured by petition to the governor, who would order the royal title, which was made in the escribano's office: these royal titles were signed by the governor and countersigned by the escribano. Witness states, that the evidence of title given to the grantee, who obtained a royal title, was a certified copy of the same, in the same manner as concessions, and that certified copy was considered as evidence of his title.

Examined by Claimants.

Witness states that the copies of concessions were made out at the secretary's office of the government, in his own handwriting, or by any body he chose to direct; the governor never made out these copies; there was none of his handwriting on the copy. The witness states that these copies were certified by the secretary of the government, and if the certified copy was lost, the party might obtain another copy. The witness states that the party might obtain as many copies as he pleased, by paying for them; he might get a dozen, one after the other, if he wanted, and so he can now get as many as he pleases by paying for them from the keeper of the public archives. The party who wanted copies under the Spanish government was not required to prove that he had lost other copies of the same paper that may have been furnished him. The witness states that if the party took no copy of the grant or concession at the time he obtained the decree, he might obtain a copy at any other time by paying for it, and he could not obtain a copy at the time he obtained the decree, without paying. The witness states that if the party took no copy, his title, in my opinion, was just as good as if he did, the original being in the office.

Examined by the United States.

Witness states that he has known many instances of the party receiving concession without receiving any evidence of the making said concession; that he cannot designate at present any particular case where a copy has not been furnished, but he knows of many instances. Witness states that the concessions of land were made at the secretary of the government's office, and then passed over to the escribano's office, for the royal title; the concessions were passed over to the escribano's office when it was necessary to make out a royal title; there was no particular time for passing the concession from the secretary's office, to the escribano's office. Witness states that it was usual where the decree granted the land in absolute property, for the royal title to be made out soon afterwards, which was signed by the governor and countersigned by the escribano. Witness states that when a decree granting lands in absolute property, was made to a petitioner, it was usual for it to pass immediately, or a certified copy, to the escribano's office, when a royal title was made out. Witness states that when lands were

conceded upon condition, it was usual for the party, upon his shewing that he had performed the conditions, to apply by petition for a royal title, which was then issued to him, giving him the lands in absolute property. Witness states that when a royal title was asked for services, it was not usual for it to issue until a petition had been presented and a concession made in the secretary's office. A royal title was never made until after a concession had been made.

Examined by Claimants.

Witness states that in cases where a concession was made of property absolutely, it was not necessary for the party to make another application to the governor for a royal title, but the escribano would make a royal title upon the concession. The witness states that the governor would never grant lands without a direct application to him for them; the witness states that it was necessary, when a party wished a royal title, for him to present a petition to the governor for it; when a concession for land in absolute property was given, I believe it was always usual to make an application for the royal title; there was no limited time within which the party must make his application for his royal title.

Examined by the United States.

Witness states that where the prayer of the memorialist was for land in absolute property, and a decree made granting it to him in absolute property, it was not necessary for the party to make another application for a royal title. Witness states that it was not necessary for the governor to make an order in case of a concession in absolute property, directing the secretary to pass the concession over for the escribano to issue the royal title, and a royal title so issued would be signed by the governor and countersigned by the escribano.

Examined by Claimants.

Witness states that where there was an original concession of a tract of land, he has never known a royal title made without application by the party, and that no subsequent paper was given to the party but upon his application for it. Witness states that he knows of many concessions made in absolute property, upon which no royal titles have been issued, but the decree usually in such cases stated, that it was to serve the party as a title in form; that upon such a concession as this, after the party had obtained a survey of his lands, he might apply for a royal title or he might proceed and sell the lands without such royal title, and in no such case would the royal title be issued to the party without his application.

Examined by the United States.

Witness states that the mode of making concessions of land and declaring them to serve as titles in form to the parties, was introduced, the witness thinks by Governor Kindelan, in the year 1813 or '14. Witness states that he does not recollect of any particular instance in which a sale of land has been made before the notary of the Spanish government, on a concession, but he thinks there have been such sales. Witness states that a person could not have his lands surveyed without having with him his concession or grant or a certified copy of it, and that the party could have his lands surveyed in what place he wished; there are some exceptions to this, when the secretary of the government sent a note to the surveyor.

Question. In a grant calling for Hillsborough and Tampa bays, would the surveyor be authorised to locate the land from St. John's and St. Mary's? Witness answers, that he, as surveyor under the Spanish government, would have surveyed the land wherever the party wished; and that it was a privilege of the party to locate the land wherever he wished; and that his predecessor, Pedro Manot, as surveyor, had pursued the same course. Witness states that after the survey of the land, if the location had been changed, it was not necessary to obtain another title for the land surveyed; but it was usual for the surveyor, in his certificate of survey, to mention if the location of the land were changed, that fact; and that where a royal title was given it was usual to apply to the governor for a change of location if the party wanted it. Witness states that between the concession and the royal title, the party might select his spot for locating his lands, but that, after the royal title was issued, fixing the location of the land, it was necessary if the party wished the location changed to apply to the governor.

Testimony of James Hall.

October 24th, 1832.

James Hall sworn as a witness in open court on behalf of the United States. Witness states: I have been a resident of Florida going on thirty-five years. I took the oath of allegiance at this place in 1798. Witness states: as far as I am acquainted with the rules of issuing grants and concessions by the Spanish government, it was by a memorial to the governor and a decree to the governor thereon, and a certified copy thereof was sent out to the party who applied for the grant. Witness states: I am acquainted with numerous instances of grants having been made by the Spanish government, and I have never known the rule of delivering a copy of the grant to the party, to have been departed from, as far as my knowledge extends. Witness states that it was considered that a certified copy of the concession or grant, where the original was in the office, was good evidence; if the party lost any of those copies he could procure another by applying at the office.

Examined by Claimant.

Witness states that he never knew that it was necessary to have a copy of the concession or grant to complete the partys' title, but that the copy was taken for the party's own satisfaction, and that copy could be procured at any time.

Examined by United States.

Witness states: I was acquainted with Governor White, and have seen him write at his office, at his table, but did not look over his shoulder while he was writing. Witness states: I saw Governor White's writing after it was executed, and I frequently carried Governor White's passports out into the country; and that for a period of ten years he was accustomed to carry the governor's passports whenever he came to town. Witness states that he considered himself at that time well acquainted with the hand writing of Governor White.

Upon the original grant or concession in this case brought into court by the keeper of the public archives of East Florida, being shown to the witness, and he being asked whether he believed the signature of Governor White affixed to the same to be the signature of the said Governor White; the witness states that the said signature has very much the appearance of the said Governor White, but it does not seem to him to be so well executed as some of the governor's signatures were. Witness states that this signature of Governor White's slopes down a little more to the right than Governor White's signatures generally did, and that Governor White was very correct in all his writing, that ever the witness saw. Witness states that from his knowledge of Governor White's hand writing, he does not believe the signature of Governor White annexed to this concession or grant to be genuine; he cannot swear positively, but believes that the signature of Governor White is not genuine.

Examined by Claimants.

The witness states that this is not the first time that he has seen the signature of Governor White annexed to the original concession or grant in this case; he saw it once in the land commissioner's office; and that at the time he saw the signature before, he was called to examine it by the board of land commissioners; I was called at that time, I believe, by the district attorney, Mr. Macon.

Witness states: I had never seen this signature of Gov. White's before I saw it before the land board; it was first presented to me there. Witness states, that he was aware, before he was called before the land board, that he was called there for the purpose of impeaching this signature of Governor White. Witness states, that

had nothing been said to him as to the genuineness of this signature of Governor White, he does not know that it would have occurred to him that it was not genuine; he would not have been so particular in examining it; but that having looked at this signature of Governor White minutely, he believed it was not genuine, and believes so still. Witness states that his opinion of this signature of Governor White not being genuine, is founded upon its sloping to the right, and not being written with that neatness and exactness with which Governor White usually wrote.

Question. Was your suspicion or belief, as to the genuineness of this signature of Governor White, drawn from the character of the writing itself, or from extrinsic circumstances?

The witness answers, that certainly it was in a great many respects from extrinsic circumstances, and from the character of the writing itself. The witness states that his knowledge of Governor White's handwriting is drawn from having many papers with the governor's signature, and not alone from the passports signed by the governor. Witness states, I was in the habit of carrying these passports of the governor from 1798 until about 1810; I believe about twelve years. Witness states, I heard Governor White died in 1811, and I suppose the governor was 70 years of age when he died. Witness states that he was 72 years of age the 8th of this month. Witness states, I was in the habit of seeing Governor White's writing from 1798 up to 1810. Witness states that he left this country in the year 1810, and that the last writing of Governor White's that he saw was in September, 1810, to the best of his recollection. Witness states that he lived on the St. John's at this time, about thirty-two miles he believes from this place. Witness states that he does not recollect that he has said within a day or two, that he believed this to be a good grant, nor he can't recollect that he has said so within a week or two; if he did say so, he must have been out of his head, as he never believed this to be a good grant. Witness states that he left this country 17th of September, 1810, by Governor White's permission, and he returned to the country again in March, 1812; in the interval Governor White had died. Witness states that he has resided from 1812 to the present time on the St. John's river, where he now resides, and that his avocations have during that time been agricultural.

The said claimants, by their counsel, excepted to so much of the testimony of this witness, as shews that the witness believes that the signature of White is not genuine, because the witness declares that his belief on this point is from circumstances extrinsic to the writing, as well as from the character of the writing itself; which exception was over-ruled by the court, and the testimony permitted to be received; to which decision of the court the counsel for the said claimants excepted.

October 25th, 1832. James Hall, a witness sworn herein on yesterday, was on this day again called and examined.

The witness requesting that he may be allowed to explain his

testimony given on yesterday, in relation to his having said that he did not believe Miranda's grant in this case to be genuine: I believe I was accosted by a person in the market-house, and asked, what I thought of the Miranda grant? and I replied that I thought the grant was good; and that answer was given jocosely, to evade any further conversation with the person, and that I did not think of this yesterday at the time of my examination.

In further explanation of his testimony delivered on yesterday, the witness states, that in 1805 and 1806 he lived to the south of New Smyrna, and during each of those years I was twice in town. Witness states that, in 1807, he resided at Yocoy, about 18 miles from this place, and he was frequently in town during this year; and that he went from Yocoy to the place where he now resides, and lived there till 1810; and in 1810 I was exiled from the country on the charge of raising a rebellion, and staid from the country eighteen months and six days in Camden county, Georgia, when I returned to the place where I now reside, and staid there till 1816, and then left my place and staid eighteen months at Mr. Kingsley's place called Greenfield, on the St. John's, and then returned to the place where I now reside, and where I have resided since that time.

Examined by Claimants.

Witness states that the person whom he met in the market-house, and to whom he has made reference in the foregoing explanation, was Raphael D. Fontane; and I do not recollect to have said any thing as regards the genuineness of this grant to any person except Fontane. Witness states that on giving his testimony on yesterday, he did not recollect this conversation with Fontane. Witness states it may be possible that I have mentioned the subject to somebody else, as the subject is a topic of conversation throughout the place, but I do not recollect it at this time.

Examined by the United States.

Upon certain concessions or grants made by Governor White, and brought into court by the keeper of the public archives, and which the counsel for the claimants admit to be genuine, being presented to the witness, by consent of the counsel for the claimants, the court, instead of the counsel on the other side, presented the grants to the witness in the order which follows; and he being asked to point out the difference between the said signatures and the signatures and the signature of Governor White, annexed to the grant or concession in this case.

The first grant or concession presented to the witness was to Augustin Santana, signed by White, and dated 8th of August, 1810. The witness states that the signature of White differs from the signatures to the grant or concession in this case in the flourish of the

W, and the finish of the e. Witness states, I mean in the flourish of the W the making of it is different. Witness states, I think this signature shown to me of White is written correctly.

The counsel for the United States having asked the court to enquire of the witness whether the e, in the genuine signature of White is connected with the t. Witness replies, that in the grant or concession in this case, the e is néarer to the t than in the document shown to the witness, and signed by Governor White; and that the signature of Governor White which he holds to be true, is straighter than the *than the* signature to Miranda's grant in this case, and the whole signature appears to be more plain and neat.

On another grant made by Governor White, to one Reden Blunt, and dated 16th March, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the preceding one, the witness states, that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to one John McClure, and dated July 5th, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper, as he had to the preceding ones, the witness states, that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to one Gerard Farel, and dated July 5th, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper, as he had to the preceding ones, the witness states that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to John Fraser, and dated 2d May, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the preceding ones, the witness states, that he makes the same remarks in relation to this paper and makes no other.

On another grant made by Governor White to one Jim Ross, and dated September 15th, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the preceding ones, the witness states that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to one Andrew Atkinson, and dated December 1st, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had made to the preceding ones, the witness states, that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to one John Fraser, and dated May 4th, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the preceding ones, the witness states, that he makes the same remarks it relation to this paper, and makes no other.

On another grant made by Governor White to one John McClure, and dated July 7th, 1810, being shown to the witness, and he being

asked if he made the same remarks in relation to this paper as he had to the preceding ones, the witness states that he makes the same remarks, in relation to this paper, and makes no other.

On another grant made by Governor White to one Francis Sondag, and dated January 13th, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the preceding ones, the witness states, that he makes the same remarks in relation to this paper, and makes no other.

On another grant made by Governor White to one Jim Ross, and dated July 12th, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the preceding ones, the witness states, that the signature of Governor White, attached to this grant, the W. and the H. are not as plain as in the other signatures of Governor White, and that the W and H differ in this signature from the other signatures of Governor White, the W and H in this signature of Governor White do not appear, to be so plain or correct as in the other signatures, nor does the whole signature appear so plain as in the other signatures of Governor White.

On another grant made by Governor White to one Andres Pacety, and dated October 5th, 1810, being shown to the witness, and he being asked if he made the aame remarks in relation to this paper as he had to the grant to Augustin Santana, the witness states that to the first signature of Governor White, he makes the same remarks in relation to this paper as he had to that, and no other, but as to the last signature of Governor White affixed to said paper, the witness states that the W in that signature does not appear to the witness so plain as the W in the signature of White, affixed to the document which witness has stated to be White's signature.

The court then presented the original grant in this case to the witness, and dated 26th November, 1810, and he being asked if he made the same remarks in relation to this paper, as he had to the grant to Augustin Santana, the witness states, that the signature of White to this paper does not appear to resemble the signatures of White, which have been presented to him before.

On another grant made by Governor White to one Bartolome Leonardy, and dated May 12th, 1810, being shown to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the grant to Augustin Santana, the witness states that he makes the same remarks, in relation to this paper, and makes no other.

October 26th, 1832. James Hall, a witness heretofore sworn, herein was on this day again called and examined:

Witness states in answer to an enquiry by the court, that he does not recollect that he stated yesterday, that when the grant in this case was presented to him, he knew it was the grant in this

case, but he states now that he did know that it was the grant in this case, and knew it as soon as it was presented to him.

Examined by Claimants.

Question. Have you or not, often seen Governor White write ?

Answer. I have seen him write frequently at his table, but generally most of his writing that I had, was from passports going out, these passports were carried by the secretary of the government to the governor who signed them, when the secretary gave them to me for which I gave him 25 cents.

Question. In what place did the governor write on the occasions on which you saw him write ?

Answer. He generally wrote on the occasions, I saw him up in this room and down in Aguilar's office in the room below, but he did not know what the governor was writing, witness states, that in one particular instance, he can state what Governor White wrote, which was when I had an intention of going to West Florida, and the governor had an acquaintance in West Florida, one Forbes, and and the governor gave me a letter to him, but when I gave up, the intention of going, I returned the letter again to the governor.

Question. Did you see this letter written by the governor ?

Answer. That he cannot recollect whether he did or not, I cannot say that the letter was written in my presence.

Question. In what place was this letter written ?

Answer. I don't know.

Question. Did you ever see Governor White write, so as you could judge of his handwriting at the time he wrote ?

Answer. I dont think I have, I never looked over his shoulder, at the time he was writing.

Question. To whom was your applications for passports made ?

Answer. I mostly went to the secretary of the government for them, and the secretary carried them up stairs to the governor, and brought them back signed by the governor.

Question. In what manner did Governor White give his consent to your leaving the country, at the time you left it ?

Answer. As well as I can recollect, Governor White wrote to the judge, Mr. William Craig, that I must come into town, and go into the works, or leave the country, and I chose the latter.

Question. When did this happen ?

Answer. I saw the order on the 17th September, 1810, and on the 18th of the same month I left the country; I cannot state when the order of the governor was dated, but the best of my recollection it was about the 6th of September, 1810.

Question. When you last been in town, before your leaving the country ?

Answer. I cannot recollect exactly the time, I believe it was in the course of the summer 1810.

Question. How had you stood with Governor White for two years, preceeding your leaving the country, on good terms or otherwise ?

Answer. I thought I stood upon good terms with Governor White, and that if I came into this room, when he was drinking wine with the officers, he would ask me to drink a glass of wine or cordial with him. After this answer being read to the witness, he adds, but not to sit at the governor's table. And that I had frequently contributed at one time $10, at another $5, and so at three or four different times, as a contribution to the king, and that the occasion of the governor's displeasure with me, was at the representation of William Craig and others, and that I would not perjure myself and take up arms, under McIntosh, Craig, and others, that raised the insurrection afterwards.

Question. Was Governor White easy of access to the people of the province ?

Answer. That he was not remarkable easy, I rather at one time took myself to be a favorite of his, there was some little difficulty at one time, about a fifty acre tract of land, witness adds that after the death of Governor White, I was honorably restored under the government and appointed surgeon to the troops on the St. John's, Amelia Island, and all those places.

Question. Will you have the goodness to state when the signature to the Miranda grant was first shown to you ?

Answer. I believe, I have already stated, that I it was before the land commissioners, I cannot tell who presided at that time, I know Mr. Macon was present ; witness adds, at the time I saw it before the land commissioners, I rather think judge Floyd presided, witness further adds, that this was, I suppose, about 1825, or '6, but it is strong on my mind, that it was not before the register and receiver, Mr. Downing and Mr. Allen.

Question. Will you state how long it had been, when this signature of White was presented to you, since you had seen any other writing of Governor White's ?

Answer. I have often seen the signature of White between 1810, and the time I saw it, before the board of land commissioners.

Question. Will you have the goodness to say whether the slope, which you mention in the signature of White to the Miranda grant, was first discovered by you, or was it pointed out to you by any person ; be pleased to recollect on this point.

Answer. I think judge Bethune and myself, were before the board of land commissioners, and I cannot recollect whether the slope was first discovered by me, I think, I discovered the slope the first moment I passed my eye over it.

Question. Was it by the slope of the signature principally, that you recognized the Miranda grant, when it was presented to you in court yesterday ?

Answer. By the slope; and I did not think it had any resemblance to Governor White's handwriting.

Question. Have you never seen any of Governor White's signatures to slope either up or down, besides this one in question?

Answer. I do not recollect particularly at this time, they were generally pretty straight.

Question. Can you determine as correctly the handwriting and signatures of other persons whom you have often seen write, as you have seen Governor White write, or determine the correctness of your own handwriting and signature, as you can judge of Governor White's signature, or of John Rodman's handwriting and signature, which you have often seen?

Answer. At various times in my writing, I write very different, but I think I should at first sight determine Governor White's handwriting and Mr. Rodman's equally as soon, as I should my own, as they are much more correct writers than I am, but I should know a letter I received from Mr. Rodman just as soon as I should my own, but that Governor White's has been so long I should not know it so soon; witness adds, that if I should see my own signature slopingly, I should know it as my own, as I write a very bad hand, witness further adds, I have never seen any of Mr. Rodman's writing but was very correct.

Question. Will you state whether the distance between the T, and the final E, in White's signature to the Miranda grant, being less than usual occurred to you first from your own observation, when you looked at that signature, or was it pointed out to you by any person?

Answer. It is impossible for me to tell, Mr. Bethune and myself both discovered that there was a difference in the T and the E. It appears to me that I recollected those differences myself to the signature of Governor White, but I would not presume to say that it had, or had not been pointed out to us, before we made up our minds.

Question. Will you be good enough to state, what induced you on yesterday, when you came into court to correct the testimony, you had given on the day previous?

Answer. It was from some observations that fell from one of the counsel, that I thought was personal, and that is the reason, corrected my testimony next morning.

Question. Had you not been informed, and did you not know when you made that correction, that without it the party against whom your testimony operated, might contradict it?

Answer. I made the correction to my testimony from my own suggestion, and I mentioned to one of the counsel that I had made a wrong statement, and wanted to know if I could have it corrected, and the counsel told me I could. I made the statement through passion, and had reflected on it after I had gone to bed, and I mentioned the subject to nobody else.

Witness states, in answer to enquiry by counsel for claimants, that when he testified before the land board he was not summoned, but happened there accidentally.

October 27th, 1832. James Hall, a witness heretofore sworn, was herein on this day again called and examined.

The witness, on his testimony heretofore delivered in this case, being read to him, states that he wishes to correct that part of it, given on the 24th inst., as to his not having seen Governor White's handwriting since 1810, by adding, that he frequently saw Governor White's handwriting after 1810, after he was restored to the country, in the public offices and other places. Witness adds, in explanation of this testimony given on yesterday, in relation to the difference between the t and e of White's signature, as examined before the board of land commissioners by Mr. Bethune and myself, that I believe I was the first that discovered the slope in the signature of White to the grant in this case; at the time referred to above, he had not heard any body else make that objection; and that in the course of the day I examined this grant before the land commissioners, I do not know that Mr. Macon pointed out the other differences to the signature to me; but I think I had frequent conversations with Mr. Floyd and Mr. Macon on that day, in relation to the signature, before we were examined; and I cannot say that the other differences in the signature of White were pointed out by Mr. Macon or any other person, or not; but the improbability of such a grant being made was spoken of, from the enormity of the grant.

Witness adds, in further explanation of his testimony given on the 25th inst., that in 1798, I believe, I came into Florida, and on the 1st day of March I came on to Fernandina, and from there I went to St. John's, to Mr. McQueen's and different places, till April the same year, when I came to town and took the oath of allegiance to his Catholic Majesty; I then went to Pottsburg creek, on the St. John's, and took a school for six months; after that I went to Amelia Island, and took a school for six months more; then I returned to the St. John's, and took a school for six months at Capt. Hollingsworth's; after that I took a school at Capt. Atkinson's, on the St. John's river, for six months more. I believe in 1800, I planted by myself on what is now known as Doctor's creek. In 1801 I managed a plantation for Mr. McQueen, at Pottsburg. In 1802 I made an agreement with Mr. Bethune to plant on shares on what is now called Reddey's point, on the St. John's; but, in February of that year, the disturbance broke out with the Indians, and I had to abandon that place, and I was ordered as a horseman to go up to Buenavista, to guard and protect the workmen that were building a fort up there, and I staid at Buenavista six weeks. After that, Mr. McQueen came out with the militia, and we went to Spring Garden and broke up an Indian settlement there; was there, I believe it was, in April 1802. I returned to this place,

and from here I went to Mr. McQueen's mills, on the St. John's, and with eight negro men I undertook to stockade Mr. McQueen's mills, to keep them from being broke up by the Indians, and continued there during that year. In 1803 I cropped with Mr. Hollingsworth, on the St. John's, on shares; and in 1804 I went to Julington creek, and made a crop with Mrs. Pengree; and from Mrs. Pengree's I went to the south of New Smyrna, as before stated in my testimony. Witness states, I have made this statement according to the best of my recollection; I may have made some errors, but they are not intentional.

Examined by Claimants.

Witness states, that the body of the passports of which he has spoken were not written by Governor White, but were written by the secretary of the government. Witness states, the day after I was put in the guard-house, I came up in this room, where the governor and escribano were writing, and my passport was made out there. Witness states that he don't recollect that at any other time than the time at which the governor wrote his passport that he has seen the governor write any writing which was delivered to him. Witness states, I believe I have seen other writing of Governor White's besides his signature; and I believe my oath of allegiance was written by Governor White, and I expect is in the secretary's office. Witness further states, I have seen many letters of Governor White's to Mr. McQueens, Capt. Atkinson, William Craig, and Mr. Laurence, which they have read to me; these letters, I expect, were upon official business. The governor's letters to Mr. Craig were written by himself in the English language. I cannot tell whether the other letters were written by the governor or his secretary; and my oath of allegiance, to the best of my recollection, is in English; and I think that Aguilar told me that my oath of allegiance was in the governor's handwriting.

Question. Was you ever a regular educated scientific physician, and practised as such; and, if so, where?

Answer. When I was 16 years old I entered into the American army, and after the American army was discharged, I served an apprenticeship of three years with a physician in Deerfield, Massachusetts, and that at that time sheepskins were not as common as they are now. I only took a certificate from the physician, and afterwards I practised as a physician in Virginia and North Carolina, on the lines. Witness states, I am not acquainted with the learned languages, Latin and Greek; I was carrying a knapsack during the time I ought to have been learning them.

Testimony of Farquhar Bethune.

October 27th, 1832.

Farquhar Bethune, sworn as a witness, in open court, on behalf of the United States, states: I am a native of Florida; I was born in Pensacola; I first came to St. Augustine in July, 1803. Witness states, I knew Henry White, the governor of this province, as the governor; I knew him as such *as such* governor till, I believe, 1811, when he died; and I found him governor when I first came to this place. Witness states, I have seen Governor White sign memorials and passports, and I have seen him sign them three or four times; I saw him once sign several memorials in the secretary's office, and I have frequently seen his signature during the time he was governor of this province. Witness states, I cannot say that I was accustomed to see the governor's signature. Witness states, I came to town pretty frequently, two or three times a year, and sometimes I saw the governor's signature, and sometimes *and sometimes* I did not; it depended if I had any business with the governor. Witness states, I considered myself well acquainted with governor's official signature.

Upon the grant or concession in this case brought into court by the keeper of the public archives, being shown to the witness, and he being asked if he believed the signature of White, annexed to this grant, to be the genuine signature of Governor White, the witness answers, that it looks very like it, but I should doubt. Witness being asked by the counsel for the United States, if he had any peculiarities to point out in it; witness states, if I have not forgotten his signature, Governor White wrote more on the line, that is, straighter. Witness being asked by the counsel for the United States, if he had any further peculiarities to point out in this signature; witness states, it appears to me the W is not as well formed as usual. Witness being asked by the counsel for the United States, if he had any further peculiarities to point out in this signature; witness states, I rather take the flourish under the name is not as accurate as it usually is, I think.

Question. Can you point out in the flourish any peculiar variation from the flourish of Governor White?

Answer. It appears to me the turns are not as well rounded as was usual with him, and the angular part of the flourish not as well formed; Governor White took particular care to form his flourish as all Spanish officers usually did, but there are differences that might occur to any body.

Question. Do you or do you not find a difference in the central part of the flourish?

Answer. I think I do; the central part of the flourish is not formed with the usual accuracy with which the governor usually formed it.

The counsel for the claimants object to the foregoing questions, as leading, which objection the court overruled.

Upon enquiry by the court, the witness states that he is well acquainted with the handwriting of Governor White, from having seen the governor write.

Upon certain concessions or grants made by Governor White, and brought into court by the keeper of the public archives, and which the counsel for the claimants admit to be genuine, being presented to the witness by the court, by consent of the counsel for the claimants, instead of the counsel on the other side, in the order which follows, and he being asked to point out the facts and particulars in which Governor White's signature to this paper differs from the signature of Governor White affixed to the grant in this cause. The first grant or concession presented to the witness was to Augustin Santana, dated the 8th of August, 1810, and numbered 1; witness states: this signature has the general character of Governor White's signature, and the letters are formed in the usual manner, and the signature first handed to me is inclined downwards towards the right; the W in this signature is formed more in the usual manner of Governor White, and the flourish beneath the name is formed with more beauty than in the other signatures. Witness, in answer to an enquiry by the court, if he had stated all the facts and particulars in which this signature differed from the signature to the Miranda grant, states, that he had stated all the facts and particulars that he deemed important, and at the same time remarked that there was a difference in the e in this signature from the signature to the Miranda grant, and that there was a difference in the e in this signature from the grant which had been secondly presented to him; [the grant secondly presented to the witness by the court, was one of the grants which are admitted by the counsel for the claimants to be genuine, and was presented to the witness previous to the grants being arranged in the order in which they here appear,] but that he believed this grant to be genuine.

On another grant made by Governor White to one John McClure, dated July 5th, 1810, and numbered 2, being presented to the witness, and he being asked if he made the same remarks in relation to this paper as he had to the one to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Gerard Farel, dated July 5th, 1810, and numbered 3, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the one to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one John Fraser, and dated May 2d, 1810, and numbered 4, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures of this grant as he had to the grant to Augustin Santana, the witness states that he makes the same remarks in relation to both the signatures to this grant.

On another grant made by Governor White to one Jim Ross, dated September 15th, 1810, and numbered 5, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant, as he had to the grant to Augustin Santana, the witness states that he makes the same remarks in relation to both the signatures to this grant.

On another grant made by Governor White to one Andrew Atkinson, dated December 1st, 1810, and numbered 6, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the grant to Augustin Santana, the witness states that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one John Fraser, dated May 14th, 1810, and numbered 7, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the one to Augustin Santana, the witness states that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one John McClure, dated June 7th, 1810, and numbered 8, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the one to Augustin Santana, the witness states that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Francis Sondag, dated January 13th, 1810, and numbered 9, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the one to Augustin Santana, the witness states that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Jim Ross, dated July 12th, 1810, and numbered 10, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the one to Augustin Santana, the witness states that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Andres Pacety, dated October 5th, 1810, and numbered 11, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant as he had to the grant to Augustin Santana, the witness states that he makes the same remarks in relation to both signatures to this grant.

On another grant made by Governor White to one Bartolome Leonardy, dated May 12th, 1810, and numbered 12, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant as he had to the grant to Augustin Santana, the witness states that he makes the same remarks in relation to both signatures to this grant.

On another grant made by Governor White to one Reden Blunt, dated 16th March, 1810, and numbered 13, to which three signa-

tures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to the three signatures to this grant as he had to the grant to Augustin Santana, the witness states that he makes the same remarks in relation to the three signatures to this grant.

Witness being asked by the counsel for the United States, if he does or does not find any difference in the t and e in the signatures to the grant presented to him, and the signature to the Miranda grant, states that the t and e are closer in the signature of White to the Miranda grant, than they are in the other grants.

The counsel for the claimants objected to the foregoing question, as leading, which objection was overruled by the court.

Witness being asked to look at the last angle of the flourish of White, the witness states, I don't know that I can point out any particular difference, but I think there is a difference.

October 29th, 1832. Farquhar Bethune, a witness, sworn herein on the 27th inst., was on this day again called and examined on the part of the United States.

Question. Do you or do you not recollect whether some signification was not attached to the flourish under the signature of Governor White ?

Answer. I think some signification was attached to it; I think the flourish was in place of a seal, and think all Spanish officers attach some importance to the flourish under the name, and all public documents, where they consisted of more sheets than one, a flourish was placed on the margin of the other sheets, and then the name was signed at the end of the document with a flourish.

Question. Do you or do you not know the signature to the paper first presented to you in this case, purporting to be the grant to Miranda, to be the signature of Governor White ?

Answer. I have already said that I doubted it strongly.

Question. You have already stated your doubt, we wish you to state your belief?

Answer. I believe it is not.

Examined by Claimants.

Question. Is your opinion of the want of genuineness in the signature of Governor White to the Miranda grant, founded upon circumstances appearing on the face of the signature, or upon circumstances extrinsic of the signature ?

Answer. My opinion is founded on the appearance of the signature, and other circumstances.

Question. When you came into town during Governor White's time, were you in the habit of getting passports to leave town and return to your home ?

Answer. I was not in the habit of getting passports on returning home in Governor White's time.

Question. Do you recollect any instance of getting a passport to

your home in the country during Governor White's time, and were passports necessary for that purpose during Governor White's time?

Answer. I do not recollect any instance of getting a passport to return into the country during Governor White's time, and they were never necessary during Governor White's time, to my knowledge.

Question. Do you know whether the passports were sealed or not, in Governor White's time?

Answer. Passports were not sealed in Governor White's time, as far as I know.

Question. What was the state of Governor White's health, for some months previous to his death?

Answer. Governor White's health, for some months previous to his death, was bad.

Question. Will you state whether you have not testified as to this signature to the Miranda grant on a former occasion before the land board?

Answer. I did testify before the land commissioners, as to the signature of Governor White to the Miranda grant.

Question. Will you state whether you did not understand, before you testified before the land board, that the object was to impeach this signature?

Answer. I don't know that I knew before I was examined before the land board, that the object was to impeach this signature of Governor White to the Miranda grant.

Question. Did you, when you at first was called upon to examine the signature of Governor White to the grant to Miranda, pronounce upon the signature without seeing or reading the grant?

Answer. I do not remember whether I saw the grant or not; I recollect distinctly the grant being produced, and Mr. Drysdale made some objection, and I don't know how the board ruled; I forget; I think it is probable I saw the signature; I suppose I must have seen the signature, but I really don't remember.

Question. Was there any thing particular in the mode of presenting the signature to you before the land board, were or were not the other parts of the grant, except the signature covered up or concealed from you?

Answer. I don't remember.

Question. Did you read the signatures of all or any of the other grants on which you have pronounced, without seeing or reading the grants; were the other parts of these grants, except the signature, covered up or concealed from you?

Answer. I did not look at any of the grants that were presented to me; the grants were not concealed when they were presented, they were presented open.

Examined by United States.

Question. Please state the circumstances to which you referred as the ground of your further belief that the supposed grant to Miranda is not genuine?

Answer. From the relative situation of Miranda to the governor; from the character of the governor, who was not prone to make large grants, but rather withheld that to which a party was really entitled; and from having never heard of such a grant till within an year or two of the taking possession under the cession. Witness being asked if he had any further reasons to state, answers: I have no further reasons except those which arise from the signature itself, and I owe it to myself to state, that the first time I saw the signature to this grant, I doubted it to be genuine from the view of the signature itself, without any other circumstances; and I first saw this signature in the office of the keeper of the public archives, where I was searching for a memorial, and this grant was shown to me by Alexander Hamilton, one of the land commissioners, who came into the office of the keeper of the public archives while I was there, and he asked me if I had seen the large Miranda grant; I told him that I had not; he then put it into my hands and turned over the sheet to look at the signature; as soon as I saw the signature "White," I said to Hamilton, this appears to be White's grant, I thought it was Coppinger's; but I made no remark to Mr. Hamilton as to the signature whatever. I rather think it was the astonishment I expressed at this being White's grant, has produced me here to-day, and before the board of land commissioners.

The counsel for the claimants objected to the foregoing question on the ground of its asking the witness to state facts extrinsic from the signature itself, which objection was overruled by the court.

Question. Was there any thing in the relative situation of Miranda and White, which induced you to believe this grant not to be genuine?

Answer. Miranda at that time was second pilot of the bar of this place, in which situation I do not think he could have rendered such services as to entitle him to so great a favor.

The counsel for the claimants objected to the foregoing question on the ground of its asking the witness to state facts extrinsic from the signature itself. Which objection was overruled by the court.

Question. What was the state of Governor White's health in November, 1810?

Answer. I cannot speak as to any particular time. Sometime before his death, he was in a very bad state of health. I do not recollect what month he died; I think he died in 1811.

Question. Were there, or not, published, by Governor White, regulations under and in accordance to which lands would be granted; and did he, or not, rigidly adhere to them, so far as you know?

Answer. He did publish regulations; but I think he varied from them.

Question. Will you state in what particulars?

Answer. I cannot remember now. He made a regulation that you should take possession of your land in six months, but it was good if you took possession in one or two years. The fact was, that he was despotic and arbitrary.

Question. Did not Governor White always require those who obtained concessions of land, to take possession of the lands conceded with a short time after the concession?

Answer. He generally did; I think not always.

The counsel for the claimants objected to the two foregoing questions, on the ground that it is not the best evidence the nature of the case affords, and on the ground of their irrelevancy and immateriality; which objection was sustained, so far as it relates to the regulations of Governor White, whether the same was contained in a grant or other writing not before the court, but overruled as to the other portions of the answer, which do not relate to said regulation.

Examined by Claimants.

Question. I wish you to state positively whether you ever saw Gov. White's signature or flourish to the Miranda grant, without seeing first only the signature and flourish to any part of the grant, or folded up expressly to test your knowledge of the signature; or did not at the same time see the grant, and signature, and flourish together; and know the quantity of land granted from the grant, or from being told of the quantity?

Answer. The whole grant was shown to me at the time I saw this signature in the office of the keeper of the public archives, and Mr. Hamilton told me that it was the large grant to Miranda; I do not recollect that I read the grant, probably I did, but Mr. Hamilton told me it was the large grant to Miranda; till then I supposed the grant was made by Coppinger.

Question. Did you ever see or hear of a large grant made by Governor White, to Fernando M. Arredondo, jr., and situated near Tampa bay, of about 250,000 acres, and of making other large grants to other persons?

Answer. I never heard of any large grants by Governor White at Tampa bay or elsewhere to F. M. Arredondo or any other person. I have heard of a large grant to Arredondo, but whether made by White or not, I do not know.

Question. Was it known here that F. M. Arredondo, jr., was employed by Governor White in public services of any kind greater than those of Miranda?

Answer. I do not know that F. M. Arredondo, jr., was employed in any more important services than Miranda was.

Question. Where did you live and how far from St. Augustine at the time of this grant?

Answer. I lived on the St. John's river, about thirty-six miles from this place.

Question. Were you a resident of St. Augustine at any time during the administration of White?

Answer. I was sometimes in town six or seven months, at any time during the administration of Governor White. I was here

frequently in 1803, '5, '6, and '7, I was once here six months, once two months, and generally stayed in town about six weeks or two months.

Question. Was the governor very accessable, or was he distant and severe in his manner?

Answer. The governor was severe in his manner, and he was not very accessable; you were obliged to call upon him when you came to town. It was a regulation that you had to call upon him; he at one time sent his orderly after me. He was not in the habit of asking persons when they called upon him to take wine or cordial with him; I can speak for myself only; I was never asked to take wine or cordial with him, nor asked to sit down in his house. I do not think he treated me with more severity than he did others; the governor was in the habit of receiving me in this room, [the room now occupied as the court-room,] and if he was in a good humor, he would ask me questions, and sometimes he would not. I think his course was as civil towards me as others, but he had some favorites.

Question. Had not the governor a particular dislike to Americans generally?

Answer. Governor White had a particular dislike to Americans generally.

Question. Had he a special dislike to Doctor Hall?

Answer. I do not know that Governor White had a special dislike to Doctor Hall; latterly he had a dislike to Doctor Hall, in consequence of some reports made to him by Mr. Craig on the St. John's.

Question. Did you ever know or hear of Doctor Hall's being invited to drink wine with the governor?

Answer. I never did.

Question. Did not Doctor Hall generally on his return from town, state to you what had occurred between him and Governor White while he had been in town?

Answer. I don't think I saw Doctor Hall very often; at that time he lived about eight miles from me.

Examined by United States.

Witness states: I do not know that any grant was made to F. M. Arredondo, jun., at Tampa bay, by Governor White. I think I have heard that he had a large grant, but I don't know where or by whom given.

Question. May or may not Governor White have asked Doctor Hall to take wine or cordial without your knowledge?

Answer. Certainly he might.

Witness states, in answer to an enquiry by the counsel for the United States, that it is generally applicable to every body; that it was not necessary to get a passport to go out of town; if it had been necessary, and I had gone out of town without one, the go-

vernor, I think, would have sent me to the guard-house the next time I came to town. I speak of this as practice since I came to this part of the province in 1803.

Testimony of Gabriel W. Perpall.

October 30*th*, 1832.

Gabriel W. Perpall, sworn as a witness in open court on behalf of the U. States, states: I am not a native of Florida; I was brought here when I was eighteen months old. I stayed here till the year 1790. I then went to the West Indies, and came back in the year 1803, and I have resided here ever since that time. Witness states, I have seen Governor White write his name to decrees, to memorials, and to passports. I have not seen him do so very frequently; I saw him when I happened to be in the office. Witness states, I don't know that I am well acquainted with his handwriting; I have seen it very frequently. I can say that I will know it when I see it; probably I may—I believe I will.

Upon the original grant or concession in this case, brought into court by the keeper of the public archives, being presented to the witness, and he being asked if he believed the signature thereto attached to be the signature of Governor White, the witness states: It has the resemblance all but the t and e, and they seem to deviate from what I have been accustomed to see. Witness being asked in what particulars they deviate? witness states the e deviates more than the t, and the t and e come lower down in this signature, and the cross of the t is longer than usual. Witness being asked if he found any further particulars in the t and the e to this signature? witness states that he does not; and witness adds, I am very particular in writing my own name, yet I sometimes deviate. Witness being asked if he ever recollected to have seen that deviation in any other signature of Governor White? witness states, I never examined so particularly as I am obliged to do now. Witness being asked if he did not find the t and the e, in the signature of White to the Miranda grant, joined together? witness answers, they are joined together. Witness being asked if the signature of Governor White, to which he had been accustomed, the t and the e were joined together? witness answers, I never saw them joined so low down in any other signature I think. Witness being asked ever he had ever seen the t and the e joined at all in the signature of Governor White to which he has been accustomed, answers, if I recollect right, the hair stroke of the t in the other signatures passes through the e about the middle of it. Witness being asked to examine the flourish under the signature of White to the grant in this cause, answers, as to the flourish I can't say for myself that I see any difference; I am not particularly acquainted with that. The witness being requested to state if the lower angle in the flourish of White to the grant in this case is not more acute than usual, witness answers, I cannot recollect whether

it is not. Witness being asked if the did not think that the flourish to this signature is longer and narrower than the flourishes to the signatures of White to which he has been accustomed, witness answers, I do not recollect. Witness being asked to look at the general characters of the handwriting and flourish of the signature of Governor White to this grant, and state whether he believes it to be Governor White's signature and flourish from his knowledge of Governor White's handwriting, witness answers, I can't say, but if it is not, it is a very good imitation. Witness being requested to state his belief, answers, I cannot say; I cannot form a belief.

Upon certain concessions or grants made by Governor White, and brought into court by the keeper of the public archives, and which the counsel for the claimants admit to be genuine, being presented to the witness by the court, by consent *of the consent* of the counsel for the claimants, instead of the counsel on the other side, in the order which follows, and he being asked to point out the facts and particulars in which Governor White's signature to this paper differs from the signature of Governor White affixed to the grant in this cause; the first grant or concession presented to the witness was to Augustin Santana, dated 8th of August, 1810, and numbered 1. Witness states, this signature seems to be genuine, and the t and the e in this signature is as I have seen it commonly. Witness being asked if he did not find a difference between the flourish under the signature to this grant and the flourish under the signature to the grant to Miranda, states, I find a difference in the lower angle of the flourish. Witness being requested to point out the difference, states, the flourish of White to the signature to the Miranda grant closes in the lower angle of the flourish, and opens at the left angle, I think, and the flourish of White to the signature to this grant opens at the lower angles, and closes at the outer left angle.

On another grant made by Governor White to one John McClure, dated July 5th, 1810, and numbered 2, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the one to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Gerard Farel, dated July 5th, 1810, and numbered 3, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the grant to Augustin Santana, the witness states, that the flourish to the signature of White to this grant diviates a little from the others, being more obscure.

On another grant made by Governor White to one John Fraser, dated May 2d, 1810, and numbered 4, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to both the signatures to this grant.

On another grant made by Governor White to one Jim Ross, dated September 15th, 1810, and numbered 5, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to both the signatures to this grant.

On another grant made by Governor White to one Andrew Atkinson, dated December 1st, 1810, and numbered 6, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one John Fraser, dated May 4th, 1810, and numbered 7, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one John McClure, dated June 7th, 1810, and numbered 8, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Francis Sondag, dated January 13th, 1810, and numbered 9, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Jim Ross, dated July 12th, 1810, and numbered 10, being presented to the witness, and he being asked if he made the same remarks in relation to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to this grant.

On another grant made by Governor White to one Andres Pacety, dated October 5, 1810, and numbered 11, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to both the signatures to this grant.

On another grant made by Governor White to one Bartolome Leonardy, dated May 12th, 1810, and numbered 12, to which two signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to both the signatures to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to the both signatures to this grant.

On another grant made by Governor White to one Reden Blunt,

dated 16th March, 1810, and numbered 13, to which three signatures of Governor White are affixed, being presented to the witness, and he being asked if he made the same remarks in relation to the three signatures to this grant as he had to the grant to Augustin Santana, the witness states, that he makes the same remarks in relation to the three signatures to this grant.

Examined by Claimants.

Question. Do you think any person can be so correct in making a flourish like this to Governor White's signature, as not sometimes to leave an opening in an angle, and to omit it in another without design?

Answer. It may be probable enough that a person may make a mistake of that kind.

Upon the grant No. 1, to Augustin Santana, which was heretofore presented to witness by the court on his examination on the part of the United States, being again presented to the witness by the counsel for the claimants, and he being asked whether the signature of White to this grant did not slope down a little, the witness answers, that the signature to this grant is as usual; it seems to me to slope a little, if any thing. Witness adds, I observe now the signature of White does slope down a little.

Upon the grant No. 2, to John McClure, heretofore presented to the witness, as aforesaid, being presented to the witness by the counsel for the claimants, and he being asked whether the i to the signature to this grant did not fall below the line, witness states that it is the latter part of the h that does not come down as low as the i, that makes the i appear out of the line. Witness being asked if the h in the signature of White to this grant is as correctly formed as usual, witness states, I think it is. Witness being asked to state whether the signature of White to this grant is as correctly formed as usual, witness states, I think it is. Witness being asked to state whether the signature of White to this grant is written on as straight a line as usual, or whether there is not a curve at the bottom, states, there is some peculiar difference in this signature from those I have been accustomed to see, but I cannot explain it. Witness adds, I think this grant is genuine.

Upon the grant No. 3, to Gerard Farel, heretofore presented to the witness, as aforesaid, being presented to the witness by the counsel for the claimants, and he being requested to state whether the e in this signature of White is not out of the line a little lower than the other letters, states, that the e is a little lower than the other three letters, but it is on a line with the W. Witness adds, that he believes this grant to be genuine. Witness being requested to look at the e in the signature of White to this grant, and state whether there is not a peculiarity in it which distinguishes it from the other signatures of Governor White, witness answers yes, there appears to be a peculiarity in it. Witness being asked to look at the W in this signature of Governor White, and see whether there is not a difference in the second main stroke to it from the other

signatures, and whether the W is not more up and down than in the other signatures, witness answers, I don't see any difference.

Upon the grant No. 4, to John Fraser, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being asked whether *the* W. in the signature of White to this grant, is not more perpendicular, and not so wide at the bottom as the signature of White to grant No. 3, the witness answers, that in the signature of White to this grant the W is more perpendicular and not so wide at the bottom as in the signature of White to the grant No. 3, the second member of the W, is more curved in the grant No. 3, than it is in this grant, and the flourish to the grant No. 3 does not appear to be quite so perfect as the flourish to the other grants from the want of ink in the pen, and the flourish to this grant is more imperfect than the flourish to the grant No. 3, and from the same reason, the want of ink in the pen, and the flourish to this grant is so pale, as hardly to be discernable.

Upon the grant No. 5, to which two signatures of Governor White are affixed, to Jim Ross, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being asked to state, whether there is not an opening in the left angle of the flourish to the 1st signature of Governor White to this grant, the witness answers that there is. Witness being asked to look at the lower angle of this flourish, and state whether it is not acute, states that it is, and there is no opening, but it appears that it was intended there should be an opening, because a line runs direct to the opening. Witness being requested to look at the second signature of Governor White to this grant, and state whether this signature does not slope more upwards than the others, states, I do not observe any difference; witness being requested to look at the left angle of the flourish to the second signature of White to this grant, and state whether there is not an opening at that angle, states that there is; witness being requested to look at the second signature of Governor White to this grant, and state whether it is not longer than usual, states that he has seen some longer and some smaller, but he has seen none larger among these grants.

Upon grant No. 6, to Andrew Atkinson, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being asked to look at the left angle of the flourish to the signature of Governor White to this grant, and state whether there is not a difference in it from the others, and whether the left angle is not obtuse and round, states, the left angle is obtuse and round, and the angle to the other flourishes are more sharp and pointed.

Upon the grant No. 7, to John Fraser, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being asked whether the left angle to the flourish to the signature of Governor White to this grant is not ob-

tuse and round, the witness states, that the left angle of the flourish is obtuse and round, pretty near as in grant No. 6.

Upon the grant No. 8, to John McClure, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being asked whether the signature of White to this grant did not slope upwards, the witness states, that it does slope a little upwards.

Upont he grant No. 9, to Francis Sondag, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being asked to state whether the W in this signature is not below the line of the other letters in the signature, witness answers that it is a little; witness being requested to look at the opening to the lower angle of the flourish, and state whether it is not larger than the opening to the other flourishes, states it seems to be larger than the other flourishes, it appears to be larger at the opening than any of the others I have seen to-day.

Upon the grant No. 10, to Jim Ross, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being asked whether the W to the signature of White to this grant is not different from the W to the signatures to the other grants, states, it appears that the intention was that it should have been as the others, but the hand appears to have missed the paper; witness being asked whether the H in this signature is not very defective, states that it is defective from the want of ink; witness being asked to state, whether the flourish to the signature of White to this grant, is not defectively executed, the witness states, that it is not as well executed as the others.

Upon the grant No 11, to Andres Pacety, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being requested to state particularly, whether the W in the signature of White to this grant, does not differ from the other signatures in the down stroke to the first member of the W, following the hair stroke down some way, witness answers I can't see it.

Upon grant No. 12, to Bartolome Leonardy, to which two signatures of White are affixed, heretofore presented to the witness as aforesaid, being presented to the witness as aforesaid, by the counsel for the claimants, and he being requested to state whether he did not observe a difference in the finish of the upper part of the W in the first signature of Governor White to this grant, from the other grant, the witness answers, I see this W has a smaller opening at the last finish, I have seen others with larger, and I have seen some with none at all; witness being requested to state, whether in the first signature of White to this grant, the hair strokes of the W do not leave the main strokes at the bottom of the line, and in the second signature of White to this grant whether the hair strokes of the W do not follow up the main strokes till near the centre of the main strokes, witness answers, yes, and the second signature is more perfect, witness states that the flourishes are very much alike.

Upon the grant, No. 13, to Reden Blunt, heretofore presented to the witness as aforesaid, being presented to the witness by the counsel for the claimants, and he being asked whether the signature of White to this grant did not slope down, the witness answers, that the T and E in this signature slopes down a little; witness being requested to look at the H in the signature of White to this grant, and the H in the signature of White to the grant No. 12, and state whether there is not a difference in them; witness answers, that the opening of the H in the second signature of White to the grant No. 12 is not as large as the opening to the H in the signature of White to this grant; witness being asked if he does not find a difference in the W in the signature of White to this grant from the others, states that he does not see any difference from the rest.

October 31st, 1832. Gabriel W. Perpall, a witness sworn herein on yesterday, was on this day called and examined on the part of the United States.

Question. After minute inspection of the documents, numbered from 1 to 13, inclusive, [the grants admitted to be genuine and brought into court by the keeper of the public archives,] do you not find a general uniformify in all the signatures of Governor White affixed to said documents?

Answer. In general I do; but I have found also in several of them, some little differences in some letters, such as I have mentioned already.

Question. Would any of those differences you speak of, create a doubt in your mind as to the genuineness of these signatures?

Answer. No.

Witness being asked to inspect the signatures of Governor White annexed to the said grants, numbered from 1 to 13, inclusive; and particularly to examine the t in the said signatures to the said grants, and state whether the cross to the t in those signatures is not placed on the right side of it. The witness answers, the cross of the t in all of them, appears to be on the right side, *of* except the cross to the t in the signature of White to the grant No. 7, in which the cross to the t begins more to the left than in the others. Witness adds, that he finds none of the crosses to the t in this signature on the right, than he does on the left of it. Witness further adds, that he believes it to be genuine.

Witness being asked if he did not find the e in the signature of White to the said grants, numbered from 1 to 13, inclusive, separate and distinct from the t. The witness answers, that he finds them all alike, the t seperate and distinct from the e. Witness being asked to look at the signatures of White to the said grants, numbered from 1 to 13, inclusive, and state whether in all the signatures of White to the said grants, he does not find that the hair stroke of the e commences about the centre of it. Witness answers, I find the

hair stroke of the e uniformly commences about the centre of it. Witness being asked to compare the lower angle of the flourish to the signatures of White to the said grants, numbered from 1 to 13, inclusive, and state whether he does not find an opening in it in every one of them. The witness answers, they all have it with the exception of the flourish to grant No. 5, in which the opening cannot be well perceived, but you can see that it is for the want of ink.

Witness states, on enquiry by the counsel for the United States, I am acquainted with Pedro Miranda, I knew him from the time he came here from the Havana, I believe in 1783 or 1784, until the year 1790, when I left this for the West Indies, as before stated. I cannot tell the age of Pedro Miranda. When I first knew him, he came here a young boy with his father and mother. I cannot tell his age or his size, nor can I form an opinion of his age from his appearance. I was not much acquainted with him at that time.

In answer to an enquiry by the counsel for the United States, witness states, Pedro Miranda came to this place about the time, I think, of the re-delivery of the province from the British to the Spanish government. He came here with his father, who, I believe, was second pilot of the bar here.

In answer to an enquiry by the counsel for the United States, witness states, I knew Pedro Miranda, personally, in the year 1810. When I returned to this province in 1803, I found him second pilot of the bar here. I had much intercourse with him after the year 1810. I saw him almost every day, enquiring of vessels coming in and going out.

Witness being asked when he first heard of this grant to Pedro Miranda, states, I first heard of it about the change of flags; I mean by the change of flags, the delivery of this province to the United States in 1821. Witness states, I can't tell when Pedro Miranda left here, it was sometime after the United States took possession. I can't recollect what time exactly.

In answer to enquiry by the counsel for the United States, witness states, Pedro Miranda had remained here from the year 1803 till he left, after the change of flags. Witness adds, I don't recollect his ever leaving the province till then.

The counsel for the United States for the purpose of showing that the grant in this case is fraudulent, asked the witness the following question: Was Governor White liberal or illiberal in making grants of land in this province? Witness answers, I found him illiberal. Witness being asked further, if that was not his general character?

Answers. I understood so.

The counsel for the said claimants objected to the foregoing questions on the ground of its irrelevancy and immateriality; which objection was overruled by the court, to which decision of the court, the counsel for the claimants excepted.

Examined by Claimants.

Question. Have you not heard the counsel for the petitioners, repeatedly in the course of your examination, admit and declare, that the signatures to the 13 concessions examined by you yesterday were genuine.

Answer. Yes, I have.

NOTE.—The signature to the alleged Miranda grant, on which this suit is founded, was not permitted by the court to be, and was not examined by either of the witnesses when the foregoing testimony was taken, by placing it actually by the side of the thirteen other grants exhibited in evidence, and admitted to be genuine; but in the case of James Hall, he first examined and testified concerning the said Miranda grant; and then, on the next day of his examination, being still continued, the said thirteen other grants, and the said Miranda grant, were in succession, each one by itself, presented to him for examination, when he did examine and testify to each of said thirteen grants; and again, also did examine and testify concerning the said Miranda grant, twelve of the said thirteen grants being thus examined and testified to before, and one after the said examination and testimony concerning the said Miranda grant. In the case of Farquhar Bethune, he first examined and testified concerning the said Miranda grant, and then passing the said Miranda grant from him, received, examined, and testified in succession to the said thirteen grants; and in the case of Gabriel, W. Perpall, he first examined and testified concerning the said Miranda grant; and then passing the said Miranda grant to the counsel for the United States immediately in succession, received, examined, and testified to the said thirteen grants; and when, and at the time the said witnesses were, each and all of them engaged in examining each of the said thirteen grants and the signatures thereto, the said alleged Miranda grant was not before the said witnesses or any of them, nor did the said witnesses or any of them examine and testify to the said thirteen grants or any of them, or to the said alleged Miranda grant, by holding the said thirteen grants or any of them by the side of the alleged Miranda grant, and in that manner comparing the same.

Testimony of Antonio Alvarez.

Antonio Alvarez, keeper of the public archives for East Florida, being sworn as a witness in open court on the part of the United States, states, in answer to an enquiry by the counsel for the United States, that the document No. 14 [document No. 14 in the documentary evidence on the part of the United States offered this day] is copied from a document in my office, purporting to be a letter from the governor of Florida to the captain general of the Island of Cuba; it is found as all the other official correspondence is found in the office. It was not necessary that these copies of the letters of the governor should be signed by him; this letter is dated in

1794. Witness states, that he believes from the manner in which the public records were kept here during the Spanish government, that this document is a true copy.

Examined by Claimants.

Witness states, that these letters are all indexed and filed in my office, and some of them are in the governor's handwriting, and some of them are not.

Examined by the United States.

Witness states, that the document, number 16, [being document No. 16, in the documentary evidence on the part of the United States offered this day,] contains a true abstract of all the royal titles issued under the royal order of 1790, on file in my office as keeper of the public archives for East Florida, which abstract was made out by myself.

In answer to question by counsel for the United States, witness states, that the document No. 17, [being document No. 17, in the document evidence on the part of the United States offered this day,] contains a true abstract of all the royal titles issued under the royal order of 1815, on file in my office as keeper of the public archives for East Florida, which abstract was made out by myself.

No. 4.

Being fourteen documents offered and read in evidence in this cause on the trial thereof on the part of the United States, and numbered from one to fifteen, inclusive, No. 14 having been ruled out by the court, to wit:

No. 1.

TRANSLATION.

His Excellency the GOVERNOR:

Don Pedro Miranda, first pilot of the bar and captain of the harbor, with due respects states to your excellency, that the government knows well the services which your petitioner has rendered since the insurrection of this province in the year 1812, as he contributed in person and property to the defence thereof, as moreover, having had in his charge divers extraordinary commissions for which he never received any compensation whatever; it is also proved and notorious, that in the insurrection of the year 1794, he was also extraordinarily employed and charged with other commissions relating to the royal service; and that he has, in all occasions, as much as he could, contributed to the economy of the royal treasury; in consideration of which, and for having served his majesty since his youth, and for being one of the first who came at the time of the reception of this province; which circumstance,

of being one of the first settlers, entitles him to the grant of lands as has been the case with others; and as the lands which your excellency has had the goodness to grant to him, do not correspond with the liberality with which others have been attended to: Therefore, your petitioner supplicates your excellency to be pleased to grant to him, in absolute property and dominion, ten thousand acres of land on a stream which runs down from the west, and unites itself with the St. John's river, called in English, Big Spring, about twenty-five miles south of St. George Lake; the tract to be divided in two parts by the said stream, and to be bounded on one side by the river St. John's, leaving free the concession of two thousand acres, which was made to him on the 1st of July last, past, and reserving the titles of property until he can have the said lands surveyed and the plot made, as it is an expense which he cannot now incur; which favor he hopes to receive from the justice of your excellency. St. Augustine, of Florida, 16th of September, 1817.

PEDRO MIRANDA.

St. Augustine, 16th September, 1817. In attention to what is represented in the preceding petition of Don Pedro Miranda, and as the services there alleged are proved, and taking into consideration at the same time the royal dispositions and the provisions of the laws relating to the increase of settlements, I do grant to him, in the name of his majesty and of his royal justice, which I administer, the ten thousand acres of land which he solicits in the places which he indicates, in order that he may enjoy the same in absolute property and dominion; to which end, and in order that he may prove this grant, a certified copy will be given to him of this expedient, which will be deposited in the notary's office, from which will be issued in due time the titles in form, or when the interested party will require it.

COPPINGER.

St. Augustine, 31st August, 1831. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 2.

TRANSLATION.

Don Jose Coppinger, colonel of the national armies, military governer, civil chief, and sub-delegate of the public domain, in this city of St. Augustine, of Florida, and of the province thereof: Whereas in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favors and rewards proposed by my predecessor, Brigadier Don Sebastian Kindelan, for the officers and soldiers, both

of the regular and of the militia corps, and other individuals of this province, who contributed to the defence thereof in time of rebellion, one of the said favors being the distribution of lands vacant; and in attention that Don Pedro Miranda, has represented to me the distinguished and extraordinary services which he has rendered in the said defence, as also in various commissions which he has fulfilled, with utility and economy to the public treasury, as it is more at large exhibited in the memorial which he presented to me on the sixteenth of September, one thousand eight hundred and seventeen, in consideration of which, and in conformity to my authority, I thought proper by my decree of the same date to accede to his petition, soliciting that as a reward of the said services, I would grant to him with the title of absolute property, the concession of ten thousand acres of land, which are situated on a stream which issues from the west, and unites itself with the river St. John, called in English, Big Spring, about twenty-five miles south of the lake George; the tract being divided in two parts by the said stream, and having one of its fronts on the river St. John's, the survey of which having been performed by the private surveyor, Don Andres Burgevin, who separated it in four parcels, in conformity to the faculty which I conferred on him by my decree of the twelfth of December, one thousand eight hundred and twenty; it results that one of the said parcels which contains two thousand acres, is located in the following manner: the two thousand acres are bounded east by a tract of four thousand acres, and by another of three thousand and four hundred; west by a tract of six hundred; and north and south by vacant lands; the first line runs north; it commences at a cypress marked =, and terminates at a pine with the same mark, and measures one hundred and seventy-five chains. The second line runs west; it commences at the said pine and terminates at another of the same mark, and measures one hundred and twenty chains. The third line runs south; it commences at the said pine at which the preceding line terminated, and terminates at a cypress with the same mark, and contains one hundred and seventy-five chains, as it appears by the plot which the surveyor certified under date of the fifth instant, which plot and survey and the expedient relating thereto, are recorded in the archives of the office of the notary of the government; therefore, I have determined to grant, as in the name of his majesty, I do grant to the aforesaid Don Pedro Miranda, the mentioned two thousand acres of land for himself, his heirs, and successors in absolute property, and to issue to him as by these presents, I do issue the corresponding title by which I divest the public domain of the right and dominion it had to the said tract, and I cede and transfer the same to the aforesaid Don Pedro Miranda, his heirs, and successors, in order that in consequence thereof they possess it as their own, use and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs, rights, and services which it has had, has, and which in fact and of right appertain and may relate to it; and in order, if it is their will,

they may sell, cede, transfer, and alienate the same as may best suit them. To the whole of which I interpose my authority, as far as I can and of right ought, in virtue of what has been exposed, and of the sovereign will.

Given under my hand, and subscribed by the notary of the government and of the public domain, in this city of St. Augustine, of Florida, on the eleventh of April, one thousand eight hundred and twenty-one.

JOSE COPPINGER.

By order of his Excellency.

JUAN DE ENTRALGO,
Notary of the Gov't and of the Public Domain.

ST. AUGUSTINE, *25th October*, 1832.

I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Interpreter of the Sup'r Court.

No. 3.

TRANSLATION.

Don Jose Coppinger, colonel of the national armies, civil chief, and sub-delegate of the public domains in the city of St. Augustine, of Florida, and of the province thereof: Whereas in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favors and rewards proposed by my predecessor, Brigadier Don Sebastian Kindelan, for the officers and soldiers of the regular and of the militia corps, and other individuals of this province who contributed to the defence thereof in time of rebellion; one of the said favors consisting in the distribution of lands vacant: And in attention that Don Pedro Miranda has represented to me the distinguished and extraordinary services which he has rendered in the said defence, as likewise in various commissions which he has fulfilled with utility and economy to the public treasury, as it appears more at large in the memorial which he presented to me, under date of the sixteenth of September, one thousand eight hundred and seventeen; in virtue of which, and in conformity to my authority, I thought proper, by my decree of the same day, to accede to his request, soliciting that, in remuneration of said services, I would grant to him, with the title of absolute property, ten thousand acres of land, which are situated on a stream which issues from the west, and unites itself with the river St. John, called in English, Big Spring, about twenty-five miles south of the lake George; the tract being divided in two parts by the said stream, and having one of its fronts on the river St. John's, the survey of which tract having been performed by the private surveyor, Don Andres Burgevin, who separated it in

four parcels, in conformity to the faculty which I conferred on him by my decree of the twelfth of December, one thousand eight hundred and twenty, it results that one of the said parcels which contains six hundred acres, has been located in the following manner: it is bounded east by another parcel of two thousand acres, and by vacant lands on every other side. The first line runs south; it commences at a cypres marked =, and terminates at a pine with the same mark, and measures fifty chains. The second line runs west; it commences at the said pine, and terminates at another bearing the same mark, and measures one hundred and twenty chains. The third line runs north, commencing at said pine at which terminated the preceding line, and ends at another cypress, and measures fifty chains, as it appears from the plot which the said surveyor certified under date of the fifth instant; which plot, together with the expedient relating thereto, exists in the office of the notary of the government: Wherefore I have determined to grant, as in the name of his majesty I do grant to the aforesaid Don Pedro Miranda, the mentioned six hundred acres of land in the indicated place, without prejudice to a third party, for himself, his heirs, and successors in absolute property, and to issue to him, as by these presents I do issue the corresponding title, by which I divest the public domain of the right and dominion which it had to the said tract, and I cede and transfer the same to the aforesaid Don Pedro Miranda, his heirs, and successors, in order that, in consequence thereof, they may possess it as their own, use and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs, rights, and services which it has had, has, and which in fact and of right appertain and may relate to it; and in order, that if it is their will, they may sell, cede, transfer, and alienate it, as may best suit them. To the whole of which I interpose my authority, as far as I can and of right ought, in virtue of what has been exposed, and of the sovereign will.

Given under my signature, and countersigned by the subscribed notary of the government and of the public domain, in this city of St. Augustine, of Florida, on the eleventh day of April, one thousand eight hundred and twenty-one.

JOSE COPPINGER.

By order of his Lordship.

JUAN DE ENTRALGO,
Notary of the Gov't and of the Public Domain.

ST. AUGUSTINE, 26*th October*, 1832.

I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Interpreter of the Sup'r Court.

No. 4.

TRANSLATION.

Don Jose Coppinger, colonel of the national armies, military governor, civil chief, and sub-delegate of the public domain in the city of St. Augustine, of Florida, and of the province thereof: Whereas in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favors and rewards proposed by my predecessor, Brigadier Don Sebastian Kindelan, for the officers and soldiers both of the regular and militia corps, and other individuals of the province who contributed to the defence thereof in time of rebellion; one of the said favors consisting in the distribution of vacant lands: And in attention that Don Pedro Miranda has represented to me the distinguished and extraordinary services he has rendered in the said defence, and also in various commissions which he has fulfilled with utility and economy to the public treasury, as it appears more at large in the memorial which he presented to me under date of the sixteenth of September, one thousand eight hundred and seventeen, in consideration of which, and in virtue of my authority, I thought proper to accede by my decree of the same day to his request, soliciting that as a reward of said services I would grant him, *I would grant him* in absolute property ten thousand acres of land, which are situated on a stream which issues from the west, and unites itself with the river St. John, called in English, Big Spring, about twenty-five miles south of the lake George; the tract being divided in two parts by the said stream, and having one of its fronts on St. John's river, the survey of which having been performed by the private surveyor, Don Andres Burgevin, who separated it in four parcels, in conformity to the faculty which I conferred on him by my decree of the twelfth of December, one thousand eight hundred and twenty, it results that one of the said parcels, which contains three thousand and four hundred acres, has been located in the following manner: said three thousand and four hundred acres are bounded east by another tract of four thousand acres, and also northwest by another tract of two thousand acres, and south by vacant lands. The first line runs south; it commences at a cypress marked =, and terminates at a pine with the same mark, and measures one hundred and sixty-two chains and a half; the second line runs south, seventy-nine degrees west; it commences at the said pine, and terminates at another with the same mark, and measures two hundred and twelve chains; the third line runs north, commencing at the pine which terminated the preceding line, and terminates at another cypress of the same mark, and measures one hundred and sixty-two chains and a half, as it appears from the plot certified by the said surveyor under date of the fifth instant; which plot, and the expedient relating thereto, are recorded in the

archives of the office of the notary of the government: Wherefore I have determined to grant, as in the name of his majesty I do grant to the aforesaid Don Pedro Miranda, the mentioned three thousand and four hundred acres of land in the indicated place, without prejudice to a third party, for himself, his heirs, and successors in absolute property, and to issue to him, as by these presents I do issue the corresponding title, by which I divest the public domain of the right and dominion which it had to the said tract; and I cede and transfer the same to the mentioned Don Pedro Miranda, his heirs, and successors, in order that in consequence thereof they possess it as their own, use and enjoy it without incumbrance whatever, with all its inlets, outlets, uses, customs, rights, and services which it has had, has, and which in fact and of right appertain and may relate thereto, and in order that if it is their will, they may sell, cede, transfer, and alienate the same as may best suit them. To the whole of which I interpose my authority, as far as I can and of right ought, in virtue of what has been exposed and of the sovereign will.

Given under my signature, and countersigned by the subscribed notary of the government and of the public domain, in this city of St. Augustine, of Florida, on the eleventh of April, one thousand eight hundred and twenty-one.

JOSE COPPINGER.

By order of his Excellency.

JUAN DE ENTRALGO.
Notary of the Gov't and of the Public Domain.

ST. AUGUSTINE, 25*th October*, 1832.

I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Interpreter of the Sup'r Court.

No. 5.

TRANSLATION.

Don Jose Coppinger, colonel of the national armies, military governor, civil chief, and sub-delegate of the public domain in this city of St. Augustine, of Florida, and of the province thereof: Whereas, in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favors and rewards proposed by my predecessor, Brigadier Don Sebastian Kindelan, for the officers and soldiers both of the regular and of the militia corps, and other individuals of this province who contributed to the defence thereof in time of rebellion; and as one of said favors consists in the distribution of royal lands: and in attention that Don Pedro Miranda has represented to me the distinguished and extraordinary services which he has rendered in the

said defence, and also in various commissions which he has fulfilled with utility and economy to the public treasury, as its appears more at large by the petition which he presented to me under date of the seventeenth of September, one thousand eight hundred and seventeen, I thought proper, by my decree of the same day, to accede to his request, soliciting that as a reward for said services, I would grant him the title of absolute property, for ten thousand acres of land which are situated on a stream which issues from the west, unites itself with the river St. John, called in English, Big Spring, about twenty-five miles south of the lake St. George; the tract to be divided in two parts by the said stream, and having one of its fronts on the river St. John's, the survey of which having been performed by the private surveyor, Don Andres Burgevin, the tract being divided in four parcels, in conformity to the faculty I conferred on him by my decree, under date of the twelfth of December, one thousand eight hundred and twenty, it results that one of the said parcels containing four thousand acres, has been located in the following form. They are bounded east, by the said river St. John's; north, by lands belonging to the interested party; south, by vacant lands, and west, by a parcel of three thousand and four hundred acres, part of the said grant. The first line runs north, fifty-eight degrees west, and terminates at a pine marked =, and contains two hundred and twenty-five chains; the second line runs south; it commences at the said pine, and terminates at a cypress with the same mark, and measures one hundred and seventy-five chains; the third line runs south, and measures one hundred and sixty-two chains and a half; the fourth line runs north seventy-nine degrees east, terminating at a stake, as it appears by the plot authenticated by the said surveyor, under date of the fifth instant, which with the expedient relating thereto, is recorded in the office of the notary of the government. Therefore I have determined to grant, as in the name of his majesty I do grant to the mentioned Don Pedro Miranda, the four thousand acres of land referred to, in the indicated place, without prejudice to a third party, for himself, his heirs, and successors in absolute property, and to issue to him, as by these presents I do issue the corresponding title, by which I divest the public domain of the right and dominion which it had to the said tract, and I cede and transfer the same to the mentioned Don Pedro Miranda, his heirs and successors, in order that in consequence thereof, they possess it as their own, use and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs, rights, and services, which it has had, has, and which in fact and of right appertain and may relate to it, and in order, if it is their will, they may sell, cede, transfer, and alienate it as may best suit them. To the whole of which I interpose my judicial authority as far as I can and of right ought in virtue of what has been exposed, and of the sovereign will.

Given under my signature, and countersigned by the subscribed notary of the government and of the public domain, in this said

city of St. Augustine, of Florida, on the eleventh of April, one thousand eight hundred and twenty-one.

COPPINGER.

By order of his Excellency.

JUAN DE ENTRALGO,
Notary of the Government, and of the Public Domain.

St. Augustine, 25th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 6.

TRANSLATION.

His Excellency, the GOVERNOR:

Don Pedro Miranda, first pilot of the bar of this harbor, with the greatest respect states to your excellency, that by a royal order of the ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to grant lands in property to all the individuals who defended this place in the year 1812, when the province was invaded by the insurgents and the American troops, and your petitioner finding himself comprehended in this country for having co-operated, on all occasions when the royal service required it, in relation for the defence of the said place, as it is well known to your excellency: wherefore he earnestly supplicates your excellency to be pleased to grant to him in absolute property two thousand acres of land, west of the river St. John's, in the place called Bernard, bounded west by the plantation of Spring garden, and north, by the plantation of Zephaniah Kingsley: favor which he expects to receive from the justice of your excellency. St. Augustine, 1st July, 1817.

PEDRO MIRANDA.

St. Augustine, 1st July, 1817. The services which this party exhibits being notorious, I grant to him in absolute property, the two thousand acres of land which he solicits, for which titles of ownership will be made out to him under the demarcations which he indicates.

COPPINGER.

St. Augustine, 24th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 7.

TRANSLATION.

Don Jose Coppinger, colonel of the royal armies, civil and military governor pro tem., and chief of the department of the royal domain in this place of St. Augustine, of Florida, and of the province thereof, for his majesty: Whereas in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favors and rewards proposed by my predecessor, Brigadier Don Sebastian Kindelan, for the officers and soldiers both of the regular and of the militia corps, and other individuals of this province who contributed to the defence thereof in time of rebellion, one of the said favors consisting in the distribution of lands: and whereas Don Pedro Miranda, first pilot of the bar of this harbor has presented himself, soliciting, in virtue of said favors, and in consideration of his merits and services rendered, the grant of two thousand acres of land, the same were granted to him west of the river St. John's, in the place called Bernard, bounded west by the plantation of Spring garden, and north by the habitation of Mr. Zephaniah Kingsley, as it appears by my decree of the first day of July last, issued at the instance of the interested party, presented on the same day, and recorded in the archives of the present notary: wherefore I have determined to grant as in the name of his majesty I do grant to the mentioned Don Pedro Miranda, the aforesaid two thousand acres of land in the indicated place without prejudice to a third party, for himself, his heirs and successors, in absolute property, and to issue to him, as by these presents I do issue the corresponding title, by which I divest the royal domain of the right and dominion which it had to the said tract, and I cede and transfer the same to the aforesaid Don Pedro Miranda, his heirs and successors, in order that in consequence thereof they possess it as their own, use and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs, rights and services, which it has had, has, and which of right appertain to and may relate to it, and in order that, if it is their will they may sell, cede, transfer and alienate the same as may best suit them. To the whole of which I interpose my authority as far as I can and in right ought, in virtue of the sovereign will.

Given under my signature, and countersigned by the subscribed notary of the government and of the royal domain, in this city of St. Augustine, of Florida, on the twelfth of December, one thousand eight hundred and seventeen.

JOSE COPPINGER.

By order of his Excellency.

JUAN DE ENTRALGO,
Notary of the Gov't and of the Royal Domain.

St. Augustine, 25th October, 1832. I certify that the preceding is a correct translation from the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 8.

TRANSLATION.

His Excellency the GOVERNOR:

Don Pedro Miranda, first pilot of this harbor, and captain pro tem. of the port of Fernandina, with due respect represents to your excellency, that the services extraordinary are well known, which he has rendered towards the defence of this province during the insurrection which commenced in the year one thousand eight hundred and twelve, by contributing to the expulsion of the enemies with vessels of inferior class, and finally with a schooner, the maritime expedition of which through the north creek he successfully directed, as the whole appears in detail from the certificates which your excellency has had exhibited before you; in virtue of which and in consideration that in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favors and rewards proposed by your excellency's predecessor, Brigadier Don Sebastian Kindelan, the object of which was a distribution of lands to all those who have contributed to the said defence, in proportion to the number of persons which each individnal might have in his family: therefore your petitioner supplicates your excellency to be pleased to order that the title of absolute property be issued to him for the number of acres to him, corresponding in conformity to the annexed list of his family and slaves, in a place now vacant, on Matanzas river, bounded north by lands of Don Fernando de la Maza Arredondo, jr., south by Jayme Felany, east by the said river, and west with pine barren tracts, the survey thereof running in front as far as it will be vacant, and the rest to be completed in the rear; which favor he expects to receive from the justice of your excellency. St. Augustine, of Florida, 17th of July, 1816.

PEDRO MIRANDA.

Decree.

St. Augustine, 17th July, 1816. I grant to the petitioner seven hundred and ninety acres of land in the place which he indicates, the same corresponding to the number of his family, which the annexed list exhibits, in virtue of which let the title of property which he solicits be issued to him without prejudice to a third party.

COPPINGER.

St. Augustine, 24th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 9.

TRANSLATION.

Don Jose Coppinger, colonel of the royal armies, civil and military, governor pro tem., and chief officer of the department of the royal domain of this place and of the province thereof: Whereas, in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favors and rewards proposed by my predecessor, Brigadier Don Sebastian Kindelan, for the officers and soldiers of the regular and militia corps of this province, who contributed to the defence thereof in time of rebellion; one of the said favors consisting in the distribution of lands in proportion to the number of persons which each individual might have in his family: and whereas Don Pedro Miranda, first pilot of the bar of this harbor, and captain pro tem. of the port of Fernandina, has presented himself and exhibited a representation of his notorious services in the said defence, and solicited the share corresponding to himself, his family and slaves; seven hundred and ninety acres were granted to him in a vacant place on Matanzas river, bounded north by lands of Don Fernando de la Maza Arredondo, south by Jayme Felany, east by the said river, and west by pine lands, its survey running in front as far as it is vacant, and completing the quantity in the rear, the whole in conformity to the regulations established by this government for the distribution of lands, and to the number of persons and slaves which as he has shown compose his family, and to what is provided by my decree of this day issued in the expedient moved by the mentioned Don Pedro Miranda, which exists in the office of the notary of the government: wherefore I have determined to grant, as in the name of his majesty I do grant to the aforesaid Don Pedro Miranda, the mentioned seven hundred and ninety acres of land without prejudice to a third party, in the place already indicated, for himself, his heirs, and successors in absolute property, and to issue to him, as by these presents I do issue the corresponding title by which I divest the royal domain of the right and dominion which it had to the said tract, and I cede and transfer the same to the mentioned Don Pedro Miranda, his heirs and successors, in order that in consequence thereof, they possess it as their own, use, and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs, rights, and service which it has had, has, and which in fact and of right appertain and may relate to it, and in order that if it is their will, they may sell, cede, transfer and alienate the same as may best suit them. To the whole of which I interpose my judicial authority as far as I can, and of right ought, in virtue of the sovereign will.

Given under my signature, and countersigned by the subscribed notary pro tem. of the government and of the royal domain, in the

city of St. Augustine, of Florida, on the seventeenth of July, one thousand eight hundred and sixteen.

JOSE COPPINGER,

By order of his Lordship.

JUAN DE ENTRALGO,
Notary pro tem. of the Gov't and of the Royal Domain.

ST. AUGUSTINE, 25*th October*, 1832.

I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Interpreter of the Sup'r Court.

No. 10.

TRANSLATION.

Don Jose Coppinger, colonel of the royal armies, civil and military governor, pro tem., and chief officer of the department of the royal domain of this place, and of the province thereof, &c.: Whereas in a royal order of the twenty-ninth of March, one thousand eight hundred and fifteen, his majesty has been pleased to approve the favors and rewards proposed by my predecessor, Brigadier Don Sebastian Kindelan, for the officers and soldiers of the regular and of the militia corps of this province who contributed to the defence thereof in time of rebellion; one of the said favors consisting in the distribution of lands in proportion to the number of persons which each individuals might have in his family: And whereas Don Pedro Miranda, captain of the port of the town of Fernandina, has presented himself, soliciting one hundred acres of land in order to establish a cow-pen, or settlement for raising neat cattle on the little St. Mary river in this province, between the places called Mountford and Lowford, the same were granted to him by my decree of the third of June last as a reward for his services, as it appears by the expedient relating to this business which exists in the archives of the present notary: Wherefore I have determined to grant, as in the name of his majesty I do grant to the aforesaid Don Pedro Miranda the mentioned one hundred acres of land, without prejudice to a third party, in the place already designated, for himself, his heirs, and successors in absolute property, and to issue to him, as I do by these presents issue the corresponding title by which I divest the royal domain of the right and dominion which it had to the said tract; and I transfer the same to the aforesaid Don Pedro Miranda, his heirs, and successors, in order that in consequence thereof they possess it as their own, use and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs, rights, and services which it has had, has, and which in fact and of right appertain and may relate to it, and in order that if it is their will they may sell, cede, transfer, and

alienate it as may best suit them. To the whole of which I interpose my authority, as far as I can and of right ought, in virtue of the sovereign will.

Given under my hand, and countersigned by the subscribed notary of the government and of the royal domain, in this city of St. Augustine, of Florida, on the twenty-eighth of November, one thousand eight hundred and sixteen.

JOSE COPPINGER.

By order of his Lordship.

JUAN DE ENTRALGO,
Notary of the Gov't and of the Royal Domain.

ST. AUGUSTINE, 25*th October*, 1832.

I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Interpreter of the Sup'r Court.

No. 11.

TRANSLATION.

Don Enrique White, brigadier of the royal armies, civil and military governor, and chief officer of the department of the royal domain of this city of St. Augustine, of Florida, and of the province thereof for his majesty: Whereas in a royal order, communicated to this government on the twenty-ninth of October, one thousand seven hundred and ninety, by the captain general of the island of Cuba and of the two Floridas, it is provided, among other things, that to strangers who spontaneously present themselves to swear allegiance to our sovereign, lands be granted and surveyed gratis, in proportion to the laborers which each family might have: And whereas Dona Josefa Espinosa has presented herself as one of them, soliciting from the government three caballerias and twenty acres of land on the plantation called San Diego Fort, in part of what corresponded to her according to the number of persons composing her family; which number she declared under her oath, and said lands were granted, surveyed, and delivered to her; which tract is known and distinguished under the following dimensions and limits: The first line runs north, eighty degrees west; it commences at a camaron marked with a cross, and terminates at a pine with the same mark, and measures fifty chains; this line is bounded by lands known under the name of San Diego. The second line runs north, sixty-nine degrees east; it commences at the said pine, and terminates at a stake with the same mark; it measures twenty-three chains. The third line runs south, ten degrees east; it commences at the said stake, and terminates at a pine also marked with a cross; it measures eight chains and fifty links. The fourth line runs south, twenty degrees west; it commences at the men-

tioned pine, and terminates at another with the same mark, and measures thirty-five chains. The fifth line commences at the aforesaid pine, and terminates at another with the same mark; it runs north, thirty-two degrees west, and measures twenty-four chains. The sixth line runs south, seventy degrees west; it commences at the said pine, and terminates at a stake marked also with a cross; it measures forty-seven chains. This line is bounded by the land of Don Francisco Sanchez, known by the name of the Swamp. The seventh line runs north; it commences at the mentioned stake, and terminates at the mentioned cameron; it measures eighteen chains, as the whole results from the certificate given by Captain Don Pedro Marrot, commissioned judge for the said distribution and survey of lands, under date of the thirteenth of May, one thousand seven hundred and ninety-three, and from the corresponding plot thereof authenticated by Don Josiah Dupont, who acted as surveyor in that said survey: And as no title has been issued to her for the security and evidence of her ownership of the said land in the form which was adopted with others; and as more than the ten years of non-interrupted possession have elapsed entitling her to the attainment of a possession, useful and direct, of the said land, as she has built houses on them, cultivated them, and finally complied with all the other conditions which this government established in relation to favors and grants of this nature, as observed in title delivered to other inhabitants, as it is shown in the expedient which was moved by Don Jose Sanchez, as executor of the said Dona Josefa Espinonsa, deceased, and in the name of his other co-heirs, soliciting that the corresponding title of the tract which is already surveyed and delineated, be given to them, they being in possession of said land. Therefore, and in consideration of the whole, I have determined to grant as in the name of his majesty, and of his royal justice which I administer, I do grant to the heirs of the mentioned Dona Josefa Espinosa, deceased, and to their successors, the aforesaid three caballerias and twenty-six acres of land, which the mentioned plantation comprehends, in absolute property, and to issue to them, as by these presents I do issue the corresponding title, by which I divest the royal domain of the right and dominion which it had to the said tract; and I cede and transfer the same to the mentioned heirs of Dona Josefa Espinosa, deceased, and to their successors, in order that, in consequence thereof, they may possess it as their own, use and enjoy it without any incumbrance whatever, with all its inlets, outlets, uses, customs, rights, and services which it has had, has, and which in fact and of right appertain and may relate to it; and in order, that if it is their will, they may sell, cede, transfer, and alienate it as may best suit them. To the whole of which I interpose my judicial authority, as far as I can and of right ought, in virtue of the sovereign will.

Given under my signature, and countersigned by the subscribed

notary of the government of the royal domain, in the said city of St. Augustine, of Florida, on the twenty-fifth of January, one thousand eight hundred and eleven.

ENRIQUE WHITE.

By order of his Lordship.

JOSE DE ZUBIZANETA,
Notary of the Government.

ST. AUGUSTINE, 22*d October*, 1832.

I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Interpreter of the Sup'r Court.

No. 12.

TRANSLATION.

His Excellency the GOVERNOR:

Don Juan Kelsall, a new settler admitted under the protection of his Catholic majesty, with due respect states to your excellency, that on the fifth day of the present month he took the oath of allegiance, under which he declared as his property two hundred and twenty-two negroes, and other property which may be worth sixty-four thousand dollars; and as it happens that his said property and negroes are still in the island of Providence, of which he was an inhabitant, he represents to your excellency that in order that he may come with security to establish himself here, and to introduce his negroes, he requires your excellency to be pleased to grant him the necessary lands to employ said negroes; to which effect he supplicates your excellency to be pleased to grant him the quantity of land corresponding to two hundred and twenty-two negroes, designating the sufficient number of acres, to be located in Mosquito territory of this province, at the places or plantations called Mount Oswald, Governor Moultrie's, and McClean, and to grant him the term of six months to come and take possession of said lands; within which term they will not be granted to any other person who may solicit them, in the same manner which was observed in regard to Don Augustin Buryck, who had petitioned for them, and whose concessions is of no effect, as the stipulated time has elapsed; with the understanding that your petitioner, anticipating the six months proposed, if it is possible, will take measures to bring over his family and slaves in order to take possession of the mentioned lands; which favor he doubts not to receive from the justice of your excellency. St. Augustine, 6th of February, 1803.

JOHN KELSALL.

Decree.

ST. AUGUSTINE, *8th February*, 1803.

Let the commandant engineer report.

WHITE.

Report.

Having seen this petition, and complying with the preceding decree, I represent to your excellency that the cultivation of the solicited lands petitioned for by this petitioner in the indicated place, does not impede the defence of the province: Therefore, as far as the department of fortifications is concerned, your excellency may grant to him the number of acres which you see fit. This is all I have to report to your excellency, who will provide according to your pleasure. St. Augustine, of Florida, 9th February, 1803.

NICOLAS BARCELO.

Decree.

ST. AUGUSTINE, *10th February*, 1803.

I grant to this party, without prejudice to a third party, eleven thousand and three hundred acres of land in the mentioned places, which number of acres corresponds to the two heads of families, and to the two hundred and twenty-two negroes which he has to cultivate them; it being well understood that the said lands will not be given to any other inhabitant until the expiration of the said six months which he solicits, to enable him to come and take possession of the said lands.

WHITE.

ST. AUGUSTINE, *24th October*, 1832.

I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Interpreter of the Sup'r Court.

No. 13.

TRANSLATION.

His Excellency the GOVERNOR:

Diego Hernandez, an inhabitant of this city, with the highest respect states to your excellency, that he is informed that in Alligator's island, on the south point, there remains vacant a parcel of land, which, after the distribution made to Don Andres Atkinson, at the place called Governor Grant, remained there between North river and Guana creek; and as your petitioner had no opportunity when the general distribution took place to solicit the land which corresponded to his family, therefore he supplicates your excellency to be pleased to grant him the said land from the bounding line

of Don Andres Atkinson to the south end of the said point, taking into consideration the land which belongs to himself, his wife, and two children; which favor he expects to receive from the benevolence of your excellency. Florida, 25th May, 1799.

At the request of the petitioner.

JOSE DE ZAVALIA.

St. Augustine, 25th May, 1799. Let the commanding engineer inform.

WHITE.

His Excellency the GOVERNOR:

The lands which the petitioner solicits you to grant him, are situated east of North river, and their cultivation offers no obstacle to the defence of this place, on the contrary, it is useful to the increase of agriculture; for which reason your excellency may, if you please, grant the favor which he solicits. This is all the information I can give to your excellency, in obedience to your preceding decree. St. Augustine, 27th May, 1799.

PEDRO DIEZ BERRIO.

St. Augustine, 27th May, 1799. I grant to this party the tract of land which he solicits, without prejudice to a third party, and until that, in consideration of the number of persons he may have to cultivate it, the quantity corresponding be assigned to him.

WHITE.

A certificate thereof was issued.

PIERRA.

St. Augustine, 19th October, 1832. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 14.

Ruled out by the court; not read to the jury.

No. 15.

TRANSLATION.

A short exposition of the coast of East Florida, bordering on the Mexican Gulf.

The principal point is the Spiritu Santo, or Tampa Bay, which is a safe harbor for the largest vessels, sheltered by the islands which form its three inlets, and are the following: the Bayous of Mullets North, between which and the Beaver Island is the principal entrance, with a depth of twenty-three English feet; between Beaver Island and that of Pollux, is another inlet, which has a depth of water from sixteen to seventeen feet; between Pol-

lux and Long Island, sixteen feet. Those inlets are situated between latitudes 27° 47", and 27° 56" north. The bay is about five leagues deep, and about one and a half leagues wide. The river Manati is towards the north-east and east. The lands are fit for the cultivation of grains, cotton, and indigo, with good pasturage for cattle, and abound with the most valuable timber, such as the oak, the ash, the pine, the cedar, cypress, lignum vitæ, and many others.

The lands extending in the direction of Charlotte Bay, and that of San Carlos, have small rivers and woods, which may be ured for getting timber, erecting machinery, and raising cattle.

From latitude 26° 30" to 26° 40" north, the bays of San Carlos and Carlota form another point of consideration. It has two principal inlets, formed by the small islands which shelter the harbor, and admit vessels drawing from fourteen to fifteen feet water; it is as spacious as Tampa Bay, and receives the Roman river and the Stream Romans, which disembogues in it, and has the same advantage in point of land, timber, &c.

From the Bay San Carlos to the long point, or Cape Roman, in latitude 25° 50", the coast generally presents sands, intermixed with forests of pines and cedars.

To the north and east of said cape are the rivers Galivan de Santa Maria, and that of Mozas. The lands are fit for the cultivation of colonial produce, and the shores to Zancha point are calculated for salt manufacture, and the interior parts for the chase of bears and deer; it contains forests of various classes of timber. Zancha point is in the latitude of 24° 54" north.

St. Augustine, 28th November, 1829. I do certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

No. 5.

Being the testimony of Antonio Alvarez and Bernardo Segui, as taken before the board of land commissioners, and included in the report of the register and receiver on this case; as contained in the exhibit marked A, attached to the answer of the United States Attorney, filed in this case before the chancellor. Offered and read by the plaintiff.

Antonio Alvarez deposes, "that he is acquainted with the handwriting of Governor White; that he has been a clerk in his office, in which situation he has often seen him write; that he entered said office in 1807, and continued there, with two slight intermissions, until the change of flags, in 1821." When the original concession, brought before the board from the office of the public archives by the keeper thereof, was exhibited to the witness, and

he asked whether he believed the signature, "White," to be genuine, he answered simply in the affirmative. When cross-examined, he deposes, "that his opinion of the genuineness of this signature is formed both from the signature itself and the flourish immediately under it. He has no particular recollection of the *t*'s and *e*'s in Governor White's name, or the manner in which Governor White usually made it, but it seems closer to the *t* than Governor White placed it usually; that the governor signed his name with great uniformity, and he considers this signature regular and uniform. The witness knows nothing of the making of this grant. He says that concessions for lands were deposited in the government secretary's office." When asked if it was within his knowledge that since the time at which this concession was made, it had always been in said office, he adverted to the date of the concession, and answered in the affirmative. He furthermore deposes, "that vacant lands situated at a distance from St. Augustine were not considered of much value or importance about the year 1810;" and to the question of the district attorney he answers, "that Governor White was always cautious and sparing in granting to individuals any part of the public lands."

Bernardo Segui deposes: "Is well acquainted with the handwriting of Governor White, having seen him write many times. Witness lived in the government notary's office, from whence it was his duty almost every day to carry papers to the governor for his signature; in this office he continued, with a few intermissions, from the year 1800 to the year 1812, or 1813." When the grant now under adjudication was presented to him, and he was asked whether he believed the signature to be genuine, he answers "that he has no doubt of it." He says, further, "that he became acquainted with the existence of this grant a few days after it was made, as he [the witness] drew the memorial, at the request of Mr. Miranda; and that the lands situated at such a distance from St. Augustine as those granted by this concession, were then considered of little value." On a question of the district attorney, whether the governors of this then province were not regulated in the distribution of lands to individuals, more by the principles and rules they had adopted and established for the granting of lands, than the value of the lands granted? The witness answers, "that the governors were regulated in the granting of lands, by the merits of the individual, the number of his family, or the value of the lands asked for, according to his own discretion."

No. 6.

Being the testimony of Tomas de Aguilar, taken in this cause, under commission issued from the chancery side of this court. Offered and read on the part of the plaintiff; objected to by the counsel for the United States, and objection overruled by the court.

SUPERIOR COURT:
East Florida, July Term, 1835.

PEDRO MIRANDA and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 368,640 acres.

October 2d, 1835.

On motion of the petitioner's solicitor, and argument thereupon, leave is given by this court that a blank commission do issue to take the deposition of Don Tomas de Aguilar, in the above named case, to be filled by the respective parties, at any time before the taking of said deposition, with the names of their two respective commissioners; provided that notice in writing be given to the district attorney of the time at which the commission shall be despatched to Cuba, and also of the name of the person to whom it shall be sent; and that the names of the commissioners on the part of the claimant be imparted to the United States consul at Havana, with notice of the time when it shall be proposed to take the depositions of the said Tomas de Aguilar under the said commission.

A true copy from the record.
Signed Attest: K. B. GIBBS, *Clerk*.

TERRITORY OF FLORIDA.

In the name and by the authority of the United States of America to Edward Spalding and Hormenegido Valdes, and Nicholas P. Trist, and Jean Bte. Sazerac, greeting:

Whereas a certain claim to land is now depending in the superior court for the eastern district of Florida, in which said claim Pedro Miranda and others are claimants, and the United States of America defendant, and it being necessary to the investigation of said cause to have the testimony of Tomas de Aguilar, the said Edward Spalding, and Hormenegido Valdes, and N. P. Trist, and J. B. Sazerac, having been named by the said claimants and the said defendant, as commissioners to examine said witness on certain interrogatories:

Know ye, that confiding in your prudence, ability, and integrity, you are by these presents appointed, and full power and authority are hereby given to you, or any two of you, diligently to examine the aforesaid witness upon certain interrogatories to be exhibited to you, or any two of you, as well on the part of the said claimants as on the part of the said defendant, or of either party in said cause; and therefore you, or any two of you, are authorised and requested, on a certain day or on certain days, and at a certain place or at certain places, to cause the said witness to come before you, or any two of you, and then and there to examine each of them apart, on

the said interrogatories, on their corporal oaths or solemn affirmation, first taken before you, or any two of you; and to take such their examinations, and reduce them to writing on paper; and when you shall so have taken them, to sign the same with your name, and to enclose and seal the whole together, conformably to the instructions hereunto subjoined.

And you, or any two of you, are hereby further requested that, before you act in or be present at the swearing or solemn affirming and the examining of the said witness, you do make oath or solemn affirmation that, according to the best of your knowledge, you will truly, faithfully, and without partiality to any or either of the parties in said cause, take the examination and deposition of every witness produced and examined by virtue of this commission, upon the interrogatories hereunto annexed and produced to you; and that you will not publish or make known to any person whosoever, except the clerk or clerks who may by you be employed and sworn to secresy in the execution of this commission, the contents of the deposition of the said witness, to be taken by you, in this commission named, until publication shall pass by rule or order of said superior court.

Witness the honorable Robert Raymond Reid, judge of our
[L. S.] superior court for the district of East Florida, this 5th day of April, A. D. 1836.

Signed K. B. GIBBS, *Clerk.*

INSTRUCTIONS.

When the testimony is taken, the commissioners, or any two of them, are required to sign their names at the bottom of each sheet of the depositions and of the whole, after fixing and sealing the several sheets together; then to enclose the whole examination, commission, and all, in an envelope, sealed up with their names written on the outside, across the seals, and to endorse the packet on the corner thereof with the names of the parties, and to direct the same to Kingsley B. Gibbs, clerk of said at St. Augustine, and deliver it to him, or forward it directed to him in such manner as the respective counsel may direct.

SUPERIOR COURT,

For the Eastern District of Florida, held at St. Augustine.

PEDRO MIRANDA and others } Claim for 368,640 acres of land, in
vs. } virtue of a Spanish grant by Governor
THE UNITED STATES. } White, the 26th November, 1810.

Interrogatories to be administered, under a commission from this court, to Don Tomas de Aguilar, in the island of Cuba, before certain commissioners, to be appointed.

First interrogatory. Were you or not, secretary of the government of East Florida at the time of the cession thereof to the United States?

Second. Had you or not, either as such secretary of the government, or as chief clerk in the office of said secretary, been employed for a great many years before the said cession? If yea, state how many years?

Third. Were you or not, in said office, in the year 1810?

Fourth. If you were in said office in 1810, either as secretary or chief clerk, state whether you continued in it from that period till the time of the cession?

Fifth. Were you or not, while in Florida, well acquainted with Don Pedro Miranda, at present at Havana, in Cuba?

Sixth. Have you any knowledge or recollection of a concession or grant to the said Pedro Miranda, for lands on the waters of Hillsborough and Tampa Bay, in East Florida? If you have any such knowledge or recollection, state what you know and recollect of said grant? Is it for a large or small quantity of land? At what time was it made? By what governor? Is the grant an absolute or conditional one; and any other circumstances connected with said grant, within your memory at this time?

Seventh. Did you ever see the original of said grant to Pedro Miranda? State at what times and in what places you have seen the said grant?

Eighth. Did you ever examine the signature of the governor which is subscribed to said grant? If you ever did see the same, state whether you are acquainted with the handwriting of the governor whose name is subscribed thereto; and state whether the said name so subscribed to it is genuine or not?

Ninth. At what time, according to your present recollection, did you first know of the existence of this grant to Don Pedro Miranda?

JOHN DRYSDALE,
19th March, 1836. *Sol'r for Claimant.*

Cross interrogatories to be administered on behalf of the United States to Don Tomas de Aguilar, a witness, to be called and sworn by the claimants in the case of the United States *ads.* Pedro Miranda and others.

First. If you answer the 8th direct interrogatory in the affirmative, please to state when, and where you saw and examined the signature of the governor which was subscribed to said grant; by what governor the said signature purported to have been made; what led to said examination; on what occasion it was made; and who were present when it took place, and what became of the said grant?

Second. Was there any thing peculiar in the signature of the governor, subscribed to said grant; if there was, what was it?

Third. Were there not many signatures of the same governor to the other documents in the office of the escribano of said pro-

vince while you acted as secretary therein; if there were, please to state in what the signature to the said grant, purporting to be the signature of the governor, differed from such other signatures?

Fourth. Was there a flourish under the name purporting to be the name of the governor who made such grant; if there was, please to state whether said flourish corresponded with the flourish annexed by the same governor to his name upon other documents known to be genuine and on file in the office of the escribano of said province; and if it did not, please to state in what particular or particulars it differed therefrom?

Fifth. Did the said Don Pedro Miranda ever obtain more than one grant of land in East Florida; if he did, please to state by what governor or governors said grants were respectively made; and what quantity of land was conveyed by each of them; where the said lands were situated, and the date of each said grant?

Sixth. If you attempt to answer the 9th direct interrogatory, please to state how you obtained your knowledge of the existence of said grant? Did you not derive it from conversations had by you with the said Miranda; and have you any knowledge of it except what you obtained from him or from hearsay?

The United States, by their counsel, objected to the fifth direct interrogatory, because it is leading; and to the 6th, 7th, and 8th, because they are leading; and particulary, because the claimants attempt thereby to prove the execution of a written document, without producing and exhibiting it to the witness, or accounting, or attempting in any way to account for its absence.

THOS. DOUGLAS,
United States' Attorney, &c.

Inasmuch as we are informed that Don Tomas de Aguilar, the witness to be examined, does not speak or understand the English language, the foregoing interrogatories and cross interrogatories will be put to him in the Spanish, agreeably to the following version, made by Nicholas P. Trist and J. B. Sazerace; and his answers to the same will be taken and written in the same tongue by Hormenegido Valdes. Havana, this 15th day of June, 1836.

EDWARD SPALDING,
HERMENEGDO VALDES,
N. P. TRIST,
J. B. SAZERACE,
Commissioners.

[Here follows the foregoing direct cross interrogatories in the Spanish language.]

Depositions of witness, produced, sworn, and examined on the 22d and 23d days of June, in the year of our Lord one thousand eight hundred and thirty-six, under, and by virtue of a commission issued out of the superior court for the district of East Florida, to us,

the undersigned commissioners, directed for the examination of Tomas de Aguilar, as well on the part of the plaintiff as of the defendant, in a certain suit now pending and at issue between Pedro Miranda and others *vs.* the United States of America, as follows:

Tomas de Aguilar, of the port of Bahia Honda, aged upwards of seventy years, being produced, sworn, and examined on behalf of the plaintiff in the title of these depositions named, dothe depose as follows:

[Here follows the answers of the witness in the Spanish language, signed by him.]

Translation of the foregoing answers of Don Tomas de Aguilar to the interrogatories and cross interrogatories.

First. To the first interrogatory he saith, yes.

Secondly. To the second interrogatory, he saith, I was, from the year seventeen hundred and ninety, employed, first as escribiente, [writing clerk,] then as official mayor, [chief clerk,] and last, as secretario en propiedad, [secretary by direct appointment from the Crown,] until the 10th of July, 1821, the period of the cession.

Thirdly. To the third interrogatory he saith, yes.

Fourthly. To the fourth interrogatory he saith, yes.

Fifthly. To the fifth interrogatory he saith, yes, for I knew him as first pilot of the bar, and afterwards as acting captain of the port.

Sixthly. To the sixth interrogatory he saith, yes; that he remembers that that grant was made for his deserts and services, on the shores of Hillsborough and Tampa Bay; it is the grant of eight square leagues in eighteen hundred and ten, or thereabouts, by Governor Henry White—it is absolute.

Seventhly. To the seventh interrogatory he saith, yes; he has seen it at the time when this favor was granted to him, and in the secretary's office of the government of East Florida, where the original remained.

Eighthly. To the eighth interrogatory he saith, yes; that he is well acquainted with the handwriting of said governor, and that the signature subscribed to said grant is the legitimate which he used in such like and other documents.

Ninthly. To the ninth interrogatory he saith, as secretary, which he then was of that government, it being his duty to authenticate with his signature the certificates of such documents; he knew the existence of said grant at the period when it was made; which was, as he has already said, in the year eighteen hundred and ten, or thereabouts.

Cross Interrogatories.

First. To the first cross interrogatory he saith, that from seventeen and ninety-six, until eighteen hundred and eleven, in which Governor White died, during which period he was governor of San Augustin, Florida, the respondent saw and examined daily and hourly, not only as chief clerk, but as secretary, the signature of the governor which was subscribed to said grant. To Don Henry White, because it is his own legitimate signature. His duty as secretary, on the occasion of having to give a certificate of said grant, he does not remember. It remained in the archives of the secretary's office in its proper bundle.

Secondly. To the second cross interrogatory he saith, there was nothing peculiar in the signature of said governor, except the flourish [rubrica] which he was in the habit of placing under his name.

Thirdly. To the third cross interrogatory he saith, that there were a very great many. It differed in nothing.

Fourthly. To the fourth cross interrogatory he saith, yes; yes it did correspond. In nothing did it differ.

Fifthly. To the fifth cross interrogatory he saith, that it has not come to his knowledge that he has obtained more than one grant of land in East Florida. The one which he knows Don Pedro Miranda to have obtained, was granted by Don Henry White. In the one which he knows of—eight square leagues—on the shores of Hillsborough and Tampa Bay, about the year eighteen hundred and ten.

Sixthly. To the sixth cross interrogatory he saith, that the existence of said grant came to his knowledge from his having to give, as secretary of the goverment, a certificate of the original title to said grant; that he had no other conversation with him on the subject of it, except that which necessarily arose in making out his certificate for him; that he has none other than what is above stated, which is the truth, and he re-affirms it in all its parts. Bahia Honda, 23d of June, 1836.

Signed JUAN DE AGUILAR.

Declarations taken, written, and by the witness, subscribed and sworn to, at Bahia Honda, on the 22d and 23d days of Jnne, 1836, before us.

HORMENEGIDO VALDES,
J. B. SAZERAC,
Commissioners.

The foregoing is a true and faithful translation of the replies of the witness to the interrogatories and cross interrogatories.

N. P. TRIST,
J. B. SAZERAC.

No. 7.

Offered and read by the Plaintiff.

TERRITORY OF FLORIDA.

In the name and by the authority of the United States of America to John C. Cleland, greeting:

Whereas a certain claim to land is now depending in the superior court for the eastern district of Florida, in which said claim, Pedro Miranda and others are claimants, and the United States of America defendant; and it being necessary to the investigation of said cause to have the testimony of Antonio Alvarez; the said John C. Cleland, having been named by the said claimant, and the said defendant, as commissioner to examine said witness on certain interrogatories.

Know ye, that confiding in your prudence, ability, and integrity, you are by these presents appointed, and full power and authority are hereby given to you diligently to examine the aforesaid witness upon certain interrogatories to be exhibited to you, as well on the part of the said claimants as on the part of the said defendant, or of either party in said cause; and therefore, you are authorized and requested, on a certain day, or on certain days, and at a certain place, or at certain places, to cause the said witness to come before you, and then and there to examine him on said interrogatories on his corporal oath or solemn affirmation, first taken before you; and to take such, his examination, and reduce it to writing, on paper; and when you shall have so taken it, to sign the same with your name, and enclose and seal the whole together, conformably to the instructions hereunto subjoined.

And you are hereby further requested, that before you act in, or be present at the swearing or solemn affirming, and the examining of the said witness, you do make oath or solemn affirmation, that according to the best of your knowledge, you will truly, faithfully, and without partiality to any or either of the parties in said cause, take the examination and deposition of the witness produced and examined by virtue of this commission upon interrogatories hereunto annexed and produced to you; and that you will not publish, or make known to any person whomsoever, except the clerk or clerks, who may, by you, be employed and sworn to secresy in the execution of this commission; the contents of the deposition of the witness to be taken by you in this commissioned named, until publication shall pass by rule, or order of said superior court.

Witness the honorable Robert Raymond Reid, Judge of
[L. s.] of our superior court for the district of East Florida, this 6th day of July, 1838.

Signed K. B. GIBBS, *Clerk.*

Instructions.

When the testimony is taken, the commissioner is required to sign his name at the bottom of each sheet of the depositions, and the whole, after fixing and sealing the several sheets together, then to enclose the whole examination, commission, and all in an envelope, sealed up with your name written on the outside across the seal, and to endorse the packet on the corner thereof, with the names of the parties, and to direct the same to Kingsley B. Gibbs, clerk of said court, at St. Augustine, and deliver it to him.

IN THE SUPERIOR COURT.

PEDRO MIRANDA and others
vs.
THE UNITED STATES. } Land claim.

Interrogatories to be propounded unto Antonio Alvarez, who is to be produced, sworn, and examined as a witness on the part of the petitioners.

First. Are you or not the keeper of the public archives of East Florida? If you are, state whether you have or not, in your office as such, a document purporting to be an original concession to Pedro Miranda by Governor White, bearing date the twenty-sixth day of November, 1810. If you have such a document in your office, be pleased to refer to the decree made in that case, and state in whose handwriting the body of it is, and what office the person who wrote it held at the date of the said decree.

Second. Be pleased to state whether the said document is in the form of a concession or royal title, and whether you have in your office any other concession to the said Miranda of the same date.

Third. Was it or not one of the usual and ordinary duties of the government secretary, to draw up decrees or memorials for land under the orders of the governor? and was not his office the proper depositories, for concessions of land under the Spanish government in East Florida.

JOHN DRYSDALE,
Sol. for Petitioners.

Cross interrogatories to be propounded to the witness above named; the answers to which are to be offered in evidence, provided the court overrules the annexed objection.

First. If you undertake to state in whose handwriting the body of the document mentioned in the first direct interrogatory is, please to state the name of the person whom you may suppose wrote it; whether you are certain that he did write it; and how you know that he did so. Did you ever see him write, if you did, please to state when and where, and particularly, whether you often saw him do so?

Second. If you undertake to answer the second direct interrogatory in the affirmative, be pleased to state the difference in form and legal effect between a concession and royal title, and annex a copy of each to your answers.

Objections.

The United States by their counsel object to the foregoing direct interrogatories, and to the testimony elicited by them, because they are leading irrelevant and illegal, and especially because the complainants seek thereby to prove the execution of a written document without exhibiting it to the witness, or in any way accounting for its absence, which is made altogether novel, uncertain, dangerous, and wholly inadmissible.

THOMAS DOUGLAS,
U. S. Attorney.

IN THE SUPERIOR COURT, *District of East Florida.*

PEDRO MIRANDA and others
vs.
THE UNITED STATES. } Land claim.

The answers of Antonio Alvarez, a witness examined in the above entitled cause, to the interrogatories propounded to him, the said Antonio being first duly sworn.

To the first direct interrogatory. Witness answers, I am the keeper of the public archives of East Florida. I have a grant or concession in my office purporting to be an original concession to Pedro Miranda by Governor White, bearing date the twenty-sixth day of November, 1810. I have referred to the document in my office, made in that case, and it is in the handwriting of Thomas Aguilar, at that time acting secretary of the government.

Second direct interrogatory. Witness answers, the said document is in the form of a concession; I have no other concession to the said Miranda in my office of the same date.

Third direct interrogatory. Witness answers, it was. Yes.

Cross Interrogatories.

To the first cross interrogatory. Witness answers, the name of the person who wrote the decree or document, mentioned in the first direct interrogatory, is Tomas de Aguilar; I said that he wrote from my knowledge of his handwriting; I have seen him write in his office very often.

Second cross-interrogatory. Witness answers, the term concession was applied in this province to a decree of the governor thereof, by which there were lands granted to any of the inhabitants who petitioned for them in writing; the decree was written on the margin or at the foot of the petition. A royal title is a patent

signed by the governor and countersigned by the notary, [escribano] of the royal exchequer; witness states that not being versed in the law, he cannot explain the difference in legal effect between a concession and a royal title, a concession was considered as under certain conditions or regulations that the Spanish governors had established for the distribution of lands, and the title or patent, gave the grantees the land free from all conditions; witness annexed a copy of a concession made to Samuel Betts, on the eighth of July, 1803, for two thousand acres of land, and a title for the same land made on the third of July, 1815.

ANTONIO ALVAREZ.

Taken and subscribed before me, this 9th day of July, A. D. 1838.

JOHN C. CLELAND.
Justice of the Peace and Commissioner.

[A concession and royal title in the Spanish are annexed.]

No. 8.

Offered and read by the Plaintiff.

IN THE SUPERIOR COURT, *Eastern District of Florida.*

PEDRO MIRANDA and others
vs.
THE UNITED STATES.

Interrogatories to be propounded unto Bernardo Segui and Antonio Alvarez, witnesses to be produced, sworn, and examined on the part of the above named Pedro Miranda and others, in this cause; and who are to be examined without commission, and by consent, before Kingsly B. Gibbs, esquire.

Interrogatories for Bernardo Segui.

First. Were you or not acquainted with the above named Pedro Miranda, then of St. Augustine, in the year 1811, and before that time?

Second. Be pleased to refer to the document in the Spanish hereto annexed; and state whether you did, or did not draw the original thereof, at the request of the said Pedro Miranda, and whether it was or not written at the time at which it bears date?

Third. Did the practice and usage of the government of East Florida in 1811, and before and after that period, permit the government secretary to draw up memorials for lands in behalf of individuals applying for them? Would or would not such an act have been considered improper, and a departure from an established rule of usage?

Fourth. Were you or not employed as a clerk in the government notary's office in East Florida under the Spanish government? If yea, for how many years?

Fifth. Were the papers in that office kept in such a manner, that strangers or persons unconnected with the office could inspect and examine original documents in it? Would they have been permitted to do so, if they could? Did or did not, the usage and practice of this office forbid persons unconnected with, from approaching the tables, having open papers on them?

Sixth. Was it or not a well established and uniform practice, under the Spanish government, that persons who desired information as to the contents of original documents in the government's notary's office, should obtain it by procuring copies of them?

Seventh. Are you or not well acquainted with the manner in which memorials for land were presented to the governors of East Florida under the Spanish government, and acted on by them, and especially by Governor White?

Eighth. Was it the practice of Governor White to sign decrees of land without reading the decree, or knowing of his own knowledge what he signed? Was it the practice of Governor White to pass on memorials for land, that is to grant or reject the prayer of the memorialists, without having read the memorial?

Ninth. Was or was not Governor White very exact and regular in his manner of doing business? or was he careless or given to trust much to others?

Tenth. Was his manner of acting on memorials for land, such as to render it a matter of facility to obtain a grant from him fraudulently, or to obtain his signature to a decree for land of the nature and extent of which he was ignorant?

JOHN DRYSDALE, *for Claimants.*

Interrogatories for Antonio Alvarez.

First. Are you or not the keeper of the public archives?

Second. Have you or not, in your charge and keeping as such officer, the original document purporting to be the original concession or grant on which the claim, in the above entitled cause is founded?

Third. Is or not the document in Spanish hereto annexed, a true copy of that concession or grant? Have you or not had frequent occasion of late to inspect the original of said document?

Fourth. In whose handwriting is the memorial, forming a part of said document? Are you not well acquainted with the handwriting of the individual whose writing you state the said memorial to be?

Fifth. Were you or not employed as clerk for many years in the office of the government secretary of East Florida, under the Spanish government? Were you so under the administration of Governor White?

Sixth. Were original documents so kept in that office that persons unconnected with the office could on visiting it on business or otherwise inspect and examine them? If such a thing had been attempted, would it have been permitted?

Seventh. Are you or not, well acquainted with the manner in which Governor White acted on memorials for land being presented to him? If you are, state whether it was his practice to pass on memorials for land, that is, to grant or reject the prayer of the memorialist, without having read the memorial? and whether there was any particular hour appointed for signing decrees by the governor on memorials for land, and what that hour was?

Eighth. Was it the practice of Governor White to sign decrees for land without having read them, or knowing of his own knowledge what he signed?

Ninth. Was or was not Governor White very exact and regular in his manner of doing business, or was he careless?

Tenth. Was his manner of acting on memorials for lands such as to render it a matter of facility to obtain a grant fraudulently from him, or to procure his signature to a decree for lands of the nature and extent of which he was ignorant?

Eleventh. Was or was not the government secretary of East Florida in 1811, and before and after that year, in the practice of drawing up memorials for persons applying for lands in East Florida? was it his duty to do so? was it or not considered improper that he should do so by established usage?

JOHN DRYSDALE,
for Claimants.

[Here follows a copy of the concession to Miranda marked A, with a translation thereof.]

Cross-interrogatories to be propounded to Bernardo Segui, and Antonio Alvarez, esquires, in the above entitled cause.

First. If you answer the third direct interrogatory in the affirmative, please to state when and under what governor that rule or usage commenced, and refer to the decree or royal order [if any there be] establishing the same; might not the government secretary have done as he pleased upon the subject?

Second. If you answer the sixth direct interrogatory in the affirmative, please to state when that practice commenced, and refer to the decree or royal order [if any such there be] establishing the same?

Third. Was it or not a mere rule of the officer having charge of the papers, established for his own convenience, and to increase or secure his fees; would he not probably at any time for a reasonable fee have shown an original document; might he not at any time have done so as a matter of courtesy?

Fourth. Were you always present when Governor White signed decrees for land; was it not a very rare occurrence that you were

present; might not the governor have directed his secretary to attend at any hour of the day; or might not the secretary for his own convenience have attended upon the governor with memorials for land at a particular hour, without any law, or regulation on the subject?

Fifth. Was Governor White in the habit of making large grants of land? If he had granted eight square leagues of land to any one individual, would not so unusual a circumstance, most likely, have been a subject of general conversation at the time in the city of St. Augustine?

Sixth. Was not Governor White considered rather niggardly and parsimonious in granting of lands?

Additional cross interrogatory to Antonio Alvarez, Esqr.

Seventh. Are there not in the archives under your charge many grants founded upon memorials written by the government secretary; are there any written by Tomas de Aguilar?

THOMAS DOUGLAS.
U. S. Att'y. &c.

SUPERIOR COURT, *East Florida.*

PEDRO MIRANDA and others
vs.
THE UNITED STATES. } Land claim.

The answers of Bernardo Segui to the interrogatories and cross interrogatories hereto annexed; the said Bernardo Segui being first duly sworn.

To the first interrogatory witness answers: I answer this interrogatory in the affirmative.

To the second interrogatory witness answers: After referring to the document hereto annexed, and in the Spanish language, marked A, that he did draw the original thereof at the request of said Pedro Miranda, and that it was written at the time it bears date.

To the third interrogatory witness answers: That the government secretary sometimes drew up memorials for lands in 1811 and before and after that period, but the memorial in the handwriting of the secretary was not presented to the governor, he employed some person, or one of the clerks in his office to copy the memorial drawn up by him before it was presented to the governor. It was considered improper and contrary to usage for the secretary to draw out memorials, and the memorials never appeared before the governor in the handwriting of the secretary?

To the fourth interrogatory witness answers: I was employed as a clerk in the government notary's office in East Florida under the Spanish government, and was so employed from the year 1800 to 1812, during which time, I was absent for short intervals, two or

three times. In 1812, when Zubizaneta the notary, died, I acted with Mr. Entralgo as escribano's pro tem. till I believe the year 1814, when Mr. Entralgo was appointed escribano here, and I was appointed escribano at Fernandina.

To the fifth interrogatory witness answers: That strangers or persons unconnected with the notary's office were not allowed alone to inspect and examine original documents in it, the papers were not kept in such a manner as that they could, and if they could, it would not have been permitted. Persons unconnected with this office were prohibited from approaching the tables having open papers on them. Persons having business at this office made their wants known to the escribino or to one of his clerks, and it was not usual for persons to remain in the office after their business had been transacted; particular friends would sometimes sit down.

To the sixth interrogatory witness answers: That it was a well established and uniform rule under the Spanish government for persons desiring information as to the contents of original documents in the notary's office, to procure it by obtaining certified copies.

To the seventh interrogatory witness answers: I am well acquainted with the manner in which memorials for land were presented to the Spanish governor of East Florida, and acted on by them; and of the manner they were acted on by Governor White?

To the eighth interrogatory witness answers: I believe it was not the practice of Governor White, to sign decrees of any kind, without reading the decree or knowing of his own knowledge what he signed; he was very particular; he always read the memorial before he passed his order or decree upon it.

To the ninth interrogatory witness answers: Governor White was very exact and regular in his manner of doing business; he was very careful in his duty and trusted nobody.

To the tenth interrogatory witness answers: From what I know of Governor White's manner of doing business, it was such as to render it a matter of great difficulty to obtain a grant from him fraudulently, or to obtain his signature to a decree for land, of the nature and extent of which he was ignorant.

Cross Interrogatories.

To the first cross interrogatory witness answers: It was not considered proper that the memorial should appear in the handwriting of the government secretary, and I know that during Governor White's time and subsequently, it was considered improper and as contrary to usage that memorials *memorials* should appear in the handwriting of the government secretary. I cannot recollect further back than Governor White's time. I know of no royal order on the subject. I do not believe the secretary would dare to present a memorial to the governor in his own handwriting.

To the second cross interrogatory witness answers: I know of no decree or royal order establishing the practice referred to in this interrogatory; but I know the practice in the office to have been while I was in it, as I have stated in my answer to the sixth interrogatory.

To the third cross-interrogatory witness answers: It was a rule established by the officer having charge of the papers, for his own convenience, and that of the public, and for the purpose of securing his fees. I have known the escribano to show to a person an original paper when he required it of him, but that it was always done in the presence of the escribano or one of his clerks. He would not allow original papers to be taken out of his office, or let them be examined except in his presence, or in that of one of his clerks. He might shew an original paper if he pleased without fee, and as a matter of courtesy.

To the fourth cross-interrogatory witness answers: I was never present when Governor White signed decrees for land; that was not in my line. The escribano or myself carried to Governor White, precisely at 12 o'clock in the day, decrees and orders to be signed, that were necessary to be made in law suits, or something of that kind, and waited in the governor's presence till he signed them. The secretary had the privilege of going to see the governor at any time on business, in particular cases; but all the officers of the government attended upon the Governor White regularly every day precisely at 12 o'clock.

To the fifth cross-interrogatory witness answers: I do not know that Governor White made many large grants of land. I have only heard of a few. The grant that he made to Miranda in this case, was conversed about in the city of St. Augustine at the time it was made; but it was not a matter of general conversation, as land was considered at that time of very little value.

To the sixth cross-interrogatory witness answers: I think that Governor White was very careful in making grants of land to strangers, and particularly to Americans and speculators, against whom he had a great dislike.

BERNARDO SEGUI.

Taken, sworn to, and subscribed before me, this 2d day of August, A. D. 1839.

K. B. GIBBS, *Commissioner.*

SUPERIOR COURT, *East Florida.*

PEDRO MIRANDA and others
vs.
THE UNITED STATES. } Land claim.

The answers of Antonio Alvarez to the interrogatories and cross-interrogatories hereto annexed, the said Antonio Alvarez being first duly sworn.

To the first interrogatory witness answers: I am the keeper of the public archives of East Florida.

To the second interrogatory witness answers: I have in my charge and keeping, as such officer, the original document, purporting to be the original concession or grant on which the claim in the above entitled case is founded.

To the third interrogatory witness answers: Upon referring to the document in the Spanish language, hereto annexed marked A, that it is a true copy of that concession or grant. I have of late made several copies of the original of that document.

To the fourth interrogatory witness answers: The memorial is in the handwriting of Bernardo Segui. I am well acquainted with the handwriting of Bernardo Segui.

To the fifth interrogatory witness answers: I was employed as a clerk for many years in the office of the government secretary of East Florida, under the Spanish government, and was so under the administration of Governor White.

To the sixth interrogatory witness answers: That the original documents were not so kept in that office, that persons unconnected with the office could, on visiting it on business or otherwise, inspect and examine them. If it had have been attempted, it would not have been permitted.

To the seventh interrogatory witness answers: I am well acquainted with the manner in which Governor White acted on memorials for land being presented to him. The secretary of the government presented memorials for land for the decision of the governor, and the governor gave his directions to the secretary to draw out the decree, and the memorials were then brought into the secretary's office by the secretary, and the decree drawn out there as the governor had directed. I do not recollect having presented memorials to the governor for his instructions on them; when the decrees were written out, they were carried up again by the secretary for the signature of the governor. There were particular hours for carrying papers to the governor, viz: at 11 o'clock in the morning memorials were presented to him for his decision, and at 12 o'clock in the day decrees were presented to him for his signature.

To the eighth interrogatory witness answers: I was not present at the time the governor signed decrees for land, and cannot tell whether he read them, or knew what he signed.

To the ninth interrogatory witness answers: That Governor White was exact and regular in his manner of doing business.

To the tenth interrogatory witness answers: Never having presented memorials for land to the Governor White, I cannot answer this interrogatory. I believe Governor White was very particular.

To the eleventh interrogatory witness answers: The government secretary was not in the practice in 1811, and before and after that year, of drawing up memorials for persons applying for land in East Florida. It was considered improper, by established usage, that he should do so.

Cross-interrogatories.

To the first cross-interrogatory: The question referred to in this interrogrtory not answered by the witness on his direct examination.

To the second cross-interrogatory witness answers: I do not know when the practice referred to in this interrogatory commenced. I found such the practice when I first went in the office. I know of no royal order on the subject.

To the third cross interrogatory witness answers: It was a rule that arose out of the necessity of the case. The secretary was allowed no fees for searching. He would show an original document to any person wishing to see it, if it was of a public character, and if he considered it proper, but would never allow any person to search the papers of the office. He would show persons original memorials and decrees for land, but would not show the correspondence of the government or papers of that nature.

To the fourth cross-interrogatory witness answers: I do not recollect ever being present when Governor White signed decrees for land. The governor might have directed his secretary at any hour of the day. The *governor* could not attend upon the governor at his own convenience with memorials for land; that is to say, it was against the rule established by Governor White.

To the fifth cross-interrogatory witness answers: I do not know that Governor White was in the habit of making large grants of land. There are some large grants made by Governor White in my office. If he had have granted eight square leagues of land to one individual, if it was known, it might have been a subject of conversation in St. Augustine.

To the sixth interrogatory witness answers: Governor White was considered rather parsimonious in granting of land.

To the seventh cross-interrogatory witness answers: I do not know of any grants in my office founded upon memorials written by the government secretary. I believe there are none written by Tomas de Aguilar, during the time he acted as secretary of the government.

ANTONIO ALVAREZ.

Taken, sworn to, and subscribed before me, this third day of August, A. D. 1839.

K. B. GIBBS, *Commissioner.*

No. 9.

Being testimony of M. Ollivilla, offered and read in evidence on the part of the United States, for the purpose of shewing the interest of Tomas de Aguilar in the matter in controversy in this cause; objected to by the counsel for the plaintiff, but admitted by the court, viz:

TERRITORY OF FLORIDA.

In the name, and by the authority of the United States of America, to the honorable Augustus Steele, judge of the county court of Hillsborough county, Colonel Alexander Cummings, Lieutenant John McClendening, and Donald Fraser, esq., greeting:

Whereas a certain claim to land is now depending in the superior court for the eastern district of Florida, in which said claim Pedro Miranda and others are claimants, and the United States of America defendant; and it being necessary to the investigation of said claim to have the testimony of Manuel Ollivilla, the said honorable Augustus Steele, Colonel Alexander Cummings, Lieutenant John McClendenin, and Donald Fraser, having been named as commissioners to examine said witness on certain interrogatories.

Know ye, that confiding in your prudence, ability, and integrity, you are by these presents appointed, and full power and authority are hereby given to you, or any two of you, diligently to examine the aforesaid witness upon certain interrogatories to be exhibited to you, or any two of you, as well on the part of the said claimants as on the part of the said defendant, or of either party in said cause, and therefore you, or any two of you, are hereby authorised and requested on a certain day, or on certain days and at a certain place, or at certain places, to cause the said witness to come before you, or any two of you, and then and there to examine him on said interrogatories, on his corporal oath or solemn affirmation first taken before you, or any two of you, and to take such his examination and reduce it to writing on paper; and when you shall have so taken it, to sign the same with your names, and enclose and seal the whole together, conformably to the instructions hereunto subjoined.

And you, or any two of you, are hereby further requested, that before you act in or be present at the swearing or solemn affirming and the examination of the said witness, you do make oath or solemn affirmation that, according to the best of your knowledge, you will truly, faithfully, and without partiality to any or either of the parties in said cause, take the examination and deposition of the witness produced and examined by virtue of this commission upon the interrogatories hereunto annexed and produced to you, and that you will not publish, or make known to any person whomsoever, except the clerk or clerks who may by you be employed and sworn to secresy in the execution of this commission, the contents of the deposition of the witness to be taken by you in this commission

named, until publication shall pass by rule or order of said superior court.

Witness the honorable Robert Raymond Reid, judge of our [L. S.] superior court for the district of East Florida, this 28th day of January, A. D. 1839.

Signed. K. B. GIBBS, *Clerk.*

Instructions.

When the testimony is taken the commissioners, or any two of them, are requested to sign their names at the bottom of each sheet of the depositions, and of the whole after fixing and sealing the several sheets together; then to enclose the examination, commission, and all, in an envelope, sealed up with your names written on the outside across the seal, and to endorse the packet on the corner thereof, with the names of the parties, and direct the same to Kingsley B. Gibbs, clerk of the superior court for the district of East Florida at St. Augustine, and deliver it to him, or forward it directed to him in such manner as the council may direct.

[Here follows the interrogatories signed by the United States attorney, to be propounded to the said witness; but as the same interrogatories are contained in the report of the commissioners, they are not here again copied.]

HILLSBORO' COUNTY, *Territory of Florida:*

TAMPA BAY, *9th March*, 1839.

Colonel Alexander Cummings, and Donald Fraser, esq., commissioners appointed by the honorable R. R. Reid, judge of the superior court for the district of East Florida, on the 28th day of January, 1839, for the purpose of taking the examination of M. Olivella in a certain claim to land now depending in the said superior court, wherein Pedro Miranda and others are claimants, and the United States of America are defendants, met this morning, by appointment, at the post-office.

John C. Casey, of Tampa, was appointed their clerk, and the witness Manuel Ollivilla appeared before them.

The commissioners aforesaid, their clerk aforesaid, and the witness aforesaid, were all duly sworn before Robert Jackson, a justice of the peace for Hillsboro' county, Florida.

The commissioners then proceeded to the examination of the witness, and the following questions and answers are the result:

DISTRICT OF EAST FLORIDA, *Superior Court:*

THE UNITED STATES OF AMERICA *ads.* PEDRO MIRANDA and others. } Claim for 368,640 acres of land.

Interrogatories propounded to Manuel Ollivilla, of Tampa bay, in East Florida, a witness sworn in behalf of the United States in

the above entitled cause, before Colonel Alexander Cummings and Donald Fraser, commissioners, duly authorised to take the testimony of the said Manuel Olivella.

I. Are you acquainted with the said Pedro Miranda, or not? If you are, how long have you been acquainted with him; when did that acquaintance commence; and where has he since resided; and where have you resided; and where do you now reside?

Answer. I have been acquainted with him since the latter part of 1829, or first of 1830. He then resided, and still resides in Havana. I resided in Havana, until 1833; since which time, I have resided in this territory.

II. Do you, or do you not, know one Thomas de Aguilar? If you do, please to state when and where your acquaintance commenced, and where he has since resided?

Answer. I do know him; my acquaintance with him commenced in 1831, at Havana, where he then resided. He still resides in Cuba.

III. Was, or was not the said Aguilar, secretary of government of the province of East Florida, before its transfer to the United States? If he was, please to state when, where, and how long?

Answer. He was, I know not the exact time, but it was at the time Governor White was governor of St. Augustine. He was his secretary.

IV. Do you know any thing of a tract of land claimed by the said Pedro Miranda, at or near Tampa, in East Florida? If you do, please to state the quantity of land so claimed by him, as near as you can recollect; whether the same includes Tampa, and borders on Tampa bay, or not; and how it extends south of Tampa, upon the gulf of Mexico?

Answer. I was told, repeatedly, by Pedro Miranda, that he had a grant of 100,000 acres at Tampa, in East Florida. He wrote to me in a letter, dated 20th November, 1833, that he did not know on which side of Hillsboro' river his grant lay, but that it was on Hillboro' bay. He did not know how far it extended south, or any particulars, as the map was in the hands of his son-in-law, at St. Augustine.

[The witness held the letter in his hand.]

V. Do you know of any other large tract of land claimed by the said Pedro Miranda in that region of country? If you do, please state the particulars thereof?

Answer. I do not.

VI. Do you, or do you not know, what right or title the said Pedro Miranda pretends to have to the said tract of land? If you say, that he claims to have a grant therefor, please to state the date of said pretended grant, and who was governor of East Florida at the time it bears date?

Answer. By a grant he says he got from Governor White,

governor of St. Augustine. I know not the date of said grant. Enrique White was governor at the time, of East Florida?

VII. Was, or was not, Enrique White, governor at the time?

Answer. He was.

VIII. Did you ever hear the said Thomas de Aguilar describe the manner in which the said pretended grant was obtained or not; if you did, please state what he said about the matter?

Answer. I did; as secretary of the governor he drew up claims for others, which at a stated hour, 1 P. M., he always laid before the governor, for his signature; that the governor rarely read over these papers, relying upon his secretary's accuracy; that upon the knowledge of this fact, and the apparent facility with which a fraudulent grant could be obtained, Miranda proposed to Aguilar, that if he could get a petition or memorial approved and signed in this way, in his, Miranda's favor, he, Aguilar, should have one-half of the grant; that he accordingly drew up, and presented such a petition or memorial, and the governor, as usual, unsuspectingly approved and signed without reading it. Miranda having once got his grant, refused for a long time to admit him, Aguilar, to a participation in the benefits of the fraud; and that they quarreled upon the subject several years.

IX. Did, or did not, the said Thomas de Aguilar, procure the signature of the said governor to the said pretended grant by fraud? If he did, at whose instance was the said fraud practised?

Answer. See my answer to the 8th question.

X. Did the said Thomas de Aguilar, upon the suggestion, and at the instance of the said Pedro Miranda, practise the said fraud or not? If he did, please to state the manner in which the signature of the said Governor White, to said pretended grant was produced; and the consideration of the said Tomas de Aguilar was to receive for the perpetration of the said fraud?

Answer. See my answer to the 8th question.

XI. How did you obtain your information as to the manner in which the said pretended grant was obtained?

Answer. By Aguilar himself, at his own house in Havana, talking with his nephew Pedro Rodriguez.

XII. Has the said Thomas de Aguilar ever told you that he obtained the said grant without the knowledge of the governor or not? If he has, say when and where were these statements made; and whether they were made to you by said Aguilar, more than once or not?

Answer. He told me two or three times, when complaining of his brother-in-law, Miranda.

XIII. Did the said Thomas de Aguilar tell you from what governor the said pretended grant was obtained or not? If he did, please to state the name of the governor, and especially, whether the signature of said governor thereto, was, or was not, obtained without his having read it or not; and if it was obtained without

the knowledge of said governor as to the quantity of land asked for; state the manner in which it was obtained, and at whose instance, and all the circumstances attending the application for the same?

Answer. My previous testimony gives all my knowledge on these points.

XIV. Is, or is not, the said Thomas de Aguilar related to the said Miranda? If he is, please to state the relationship that exists between them?

Answer. He is his brother-in-law.

XV. Please to state, whether the said Pedro Miranda did not refuse, after the said grant was obtained, to pay the said Aguilar the consideration upon which the said Aguilar undertook to obtain it, and what that consideration was, and how the matter was finally arranged between them?

Answer. Besides what I have said before, I can add, that in the latter part of the year 1831, Pedro Rodriguez, before alluded to, arrived home [at Havana] from St. Augustine. On his arrival, Aguilar offered him, 2,500 acres of land of the claim in question, if he would bring about a settlement with Miranda; that Rodriguez, assisted by Thomas Angel, a son-in-law of Aguilar, after much difficulty, succeeded in bringing Miranda to a settlement, by which he ceded to Aguilar, his half of the claim; and Rodriguez obtained an order from Aguilar, on Miranda, for a deed of the aforesaid 2,500 acres of land; which order is now in the hands of Joseph Elguardi, who resides at Key West.

XVI. Did, or did not, the said Pedro Miranda, agree to give to the said Thomas de Aguilar, one-half of the tract if he would obtain a grant therefor? And has, or has he not since, conveyed the one-half, or some other portion of the said tract, and what portion to the said Aguilar, in fulfilment of that agreement?

Answer. I have told all I know on this question?

XVII. By whose agency was said compromise finally effected between the said parties; and what consideration did said Aguilar pay for procuring said compromise, and when was it made?

Answer. I have already answered this question.

XVIII. Did, or did you not, know one Pedro Rodriguez? If you did, please to state whether the said Rodriguez is now alive or dead; if you say that he is dedd, state when and where he died?

Answer. I knew him. He died at this place in 1832.

XIX. Did the said Pedro Rodriguez aid in making the said compromise between the said Aguilar and Miranda? If he did, please state at whose instance, and what consideration he was to have therefor, and whether he received said consideration?

Answer. See my answer to the 15th question.

XX. Did you, or did you not, hear the said Pedro Rodriguez speak of the manner in which said pretended grant was obtained? If you did, please to state when, and especially, whether it was during his last sickness, and when he was laboring under an imme-

diate apprehension of death? If you did hear him so speak of it, please to state what he said upon the subject, when he was so in extremes?

Answer. I did not. I was not here when he died; but he made a confession of his knowledge of the fraudulent nature of Miranda's grant, in a letter addressed to his mother, in which he expressed compunction for his participation in a transaction which he felt to be wicked and dishonest; that being a Roman Catholic, and having no priest to confess to, he took this mode to ease his conscience, in presense of a witness, whose signature was also affixed to the letter. I had said letter in my possession, and know the signature of said Rodriguez and the witness to be genuine, on said letter.

XXI. Do you know of any other matter or thing which may be of service to the parties interested on the trial of this cause? If you do, please to state the same as fully and particularly as though you were now thereunto specially interrogated?

Answer. I know nothing else, except that the letter mentioned in my answer to the 20th question, is in existence, and can be procured if required.

ALEX. CUMMINGS,
Lt. Col. 2d Inf.
DONALD FRASER,
Commissioners.

JOHN C. CASEY, *Clerk.*

Here the commissioners adjourned until Monday, 11th inst., at 11 A. M.

TAMPA, FLO., 11*th March*, 1839.

The commissioners met pursuant to adjournment. Present: Col. A. Cumming and Donald Fraser. John C. Casey, clerk.

The clerk not having completed the record, the commissioners adjourned until to-morrow, A. M., 11 o'clock, 12 inst.

TAMPA, FLO., 12*th March*, 1839.

The commissioners met pursuant to adjournment. Present, as yesterday.

The clerk presented the record, which was signed and sealed; when the commissioners adjourned sine die.

ALEX. CUMMINGS,
Lt. Col. 2d Inf.
DONALD FRASER,
Commissioners.

JOHN C. CASEY, *Clerk.*

And afterwards, to wit: on the twenty-seventh day of August, in the year of our Lord, one thousand eight hundred and thirty-nine,

the said United States, by their said counsel, brought and filed in the clerk's office aforesaid, his motions and reasons for a new trial in this cause; which is in the words and figures following, to wit:

DISTRICT OF EAST FLORIDA, *Superior Court.*

THE UNITED STATES *ads.* PEDRO MIRANDA. } Land claim, feigned issue. Verdict for Plaintiff.

The United States move the court for a new trial in this case, for the following reasons, to wit:

1st. The court erred in not ruling out the testimony of Tomas de Aguilar, when it was proven by the testimony of Manuel Ollivilla, that Tomas de Aguilar has an interest in, and owns one-half of this grant.

2d. The court erred in instructing the jury, that they were bound to give equal weight and consideration to every part of the deposition of Manuel Ollivilla.

3d. The court erred in instructing the jury, that if they believed the testimony of Manuel Ollivilla, then Tomas de Aguilar was interested in the claim in controversy; but that they then had before them the other part of the deposition of said Manuel Ollivilla, in which he states, that Governor White signed the grant in question, and that they were bound to give equal credence to every part of said deposition.

4th. The verdict is against law.

5th. The verdict is against the manifest weight of evidence.

6th. Newly discovered evidence, viz: evidence discovered since the trial of said issue.

[Struck out by United States' attorney.]

THOS. DOUGLAS,
United States' Attorney.

And afterwards, before the superior court for the district of East Florida, holden at the court-house, in the city of St. Augustine, at the term of July, in the year of our Lord, one thousand eight hundred and thirty-nine, to wit: on Thursday the seventeenth day of said term, and the nineteenth day of the month of September, the following entry of record, was made in the case, to wit:

PEDRO MIRANDA *vs.* THE UNITED STATES. } Land claim, feigned issue. Verdict for the Plaintiff.

This day, came the parties, by their attorneys, and the court now being sufficiently advised of, and concerning the motion of the attorney for the United States for a new trial in this cause, for the reasons filed herein, overrules the said motion.

1st. Because, when the testimony of Tomas de Aguilar was intro-

duced, there was no evidence before the court of his interest. The deposition of Ollivilla having been afterwards received in evidence; and because the court instructed the jury, that if they believed the testimony of Ollivilla, Tomas de Aguilar was interested in the event of this suit; and a person so situated, was not a competent witness.

2d. Because the court did not charge the jury, as the counsel supposes, in his second and third grounds, but expressly instructed them, that if they found the interest of Tomas de Aguilar, established by his own admissions, the rule of law was, that admissions, confessions, and declarations, must be all taken together; but the court said nothing about giving equal weight and credit to every part of the deposition of Manuel Ollivilla, or to every part of any declaration, confession, or admission, whatever; because the 4th and 5th grounds have not been sustained, and the 6th has been abandoned.

SUPERIOR COURT, *District of East Florida.*

I, Kingsly B. Gibbs, clerk of the said court, do hereby certify that the foregoing one hundred and forty-nine pages, contain a full, true, and complete transcript of the record and proceedings had in a certain feigned issue, tried before the said court, wherein Pedro Miranda was plaintiff, and the United States of America defendant, as certified, up to the superior court for East Florida, setting in chancery, in the case of Pedro Miranda and others, *vs.* the United States of America, of file in my office.

In witness whereof, I have hereto set my hand and affixed the seal of the said court, at the city of St. Augustine, this 15th day of May, A. D., 1840.

[L. S.]

K. B. GIBBS, *Clerk.*

257.

SUPREME COURT OF THE UNITED STATES.

No. 45.

THE UNITED STATES, APPELLANTS,

vs.

JOHN W. LOW ET AL.

APPEAL FROM THE SUPERIOR COURT OF EAST FLORIDA.

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S. D. Langtree, Print.

Before the Honorable Isaac H. Bronson, Judge of the Superior Court for the District of East Florida, and specially authorized by law to receive and adjudicate claims and titles to land in said District.

Be it remembered that on the twenty-second day of May, in the year of our Lord one thousand eight hundred and twenty-nine, Horatio Lowe, for himself and the other heirs of John Lowe, deceased, by Joseph B. Lancaster, his attorney, brought and filed in the clerk's office of the superior court for the district of East Florida, his petition or claim to certain land therein mentioned; which said petition or claim is in the words and figures following, to wit:

Petition to the Court.

TERRITORY OF FLORIDA,
Eastern District, Superior Court.

To the Honorable the Judge of said Court in Chancery sitting:

The petition of Horatio Lowe, for himself and the other heirs of John Low, deceased, late an inhabitant of East Florida, respectfully sheweth:

That on the twentieth day of March, in the year eighteen hundred and sixteen, the said John Low, deceased, then a Spanish subject, placed before Don Jose Coppinger, then acting governor of the Province of East Florida, (by virtue of authority derived from the Spanish Government,) his petition, containing proposals for the establishment of a saw-mill to supply lumber to the use (both domestic and commercial) of the province, and praying a grant of land of five miles square, in several places in said petition named, as an indemnity and bounty for the erection of the mill proposed. Your petitioner further sheweth, that in consideration of the improvement and advantage arising to the then province of East Florida, should the proposed mill be erected, the aforesaid Governor Coppinger did, on the sixth day of April, one thousand eight hundred and sixteen, order, decree, and grant to your petitioner the lands in his aforesaid petition asked for, which your petitioner avers amounts to the number of sixteen thousand acres, with the precise condition annexed to said grant, that until your petitioner should build the said mill, he should not have an absolute property in the lands so aforesaid granted. Your petitioner further states, that in or about the year , he commenced preparing lumber, &c. &c., for the erection of said mill, and from time to time, and at such times and seasons as were convenient to him, actual pursued and prosecuted the project of building the aforesaid saw-mill, at

the place in his aforesaid petition named, until at last, in the year , he had her finished and completed, and furnished at, and since the last stated period, much sawed lumber, cut by her, both for neighborhood and commercial use; by virtue whereof, he alleges and avers, that the condition to be done and performed by him precedent to a fee simple investiture in him of the lands in the aforesaid grant to him granted, was performed and finished, according to, and in pursuance of, the true intent and meaning thereof.

Wherefore, he says he is advised, and alleges he hath a good and absolute right in fee simple to the lands in said petition asked for.

And your petioner further sheweth, that the lands aforesaid have been surveyed to him in two surveys, one of six thousand acres, lying, situate, and being on Bell's river, at a place called Doctor's branch. The first line beginning at a pine N. 30° E. 118, to a pine; 2d, N. 13° E. 48, to a stake; 3d, N. 80° E. 35, to a pine; 4th, N. 20° E. 200, to a pine; 5th, N. 9° E. 68, to a hickory; 6th, N. 80° W. 65, to a pine; 7th, N. 10° E. 23, to a pine; 8th, N. 51° W. 56 to a pine; 9th, S. 39° W. 342 to a stake; 10th, S. 84° E. 6, to a pine; 11th, S. 6° W. 73, to a pine; 12th, E. 27 chains, to a pine; 13th, S. 60 chs., to a pine; 14th, line formed and bounded by Locklear's creek and Gardner's bog, to the beginning.

And a tract of ten thousand acres in another survey, situated on the northwest of the head of Indian river, and on the west of the savannahs of North creek—the first line of which beginning at a palm tree, runs N. 15° W. 313 chs. to a pine; 2d, S. 75° W. 320 to a pine; 3d, S. 15° E. 313, to a pine; 4th, N. 75° E. 320, to the palm at the beginning; both of which aforesaid surveys have been located on lands lying within the jurisdiction of this court.

Your petitioner further states, that his aforesaid claim, and the aforesaid surveys, have been filed before the board of commissioners appointed to ascertain claims and titles to land in East Florida, who, as he is informed and believes, have refused to recommend the same to the favorable notice of the United States Government, and have rejected the same, but have not reported the same antedated or forged, nor is the said grant annulled by the treaty with Spain or by the decree ratifying the same. A copy of all which proceeding will be filed herewith, and prayed to be made a part of this petition, as Exhibit No. . But your petitioner is advised and believes, and alleges and avers that his grant aforesaid is good and valid, and invests him with a fee simple estate in the lands in the grant granted; and that by the usages, customs, laws, and ordinances of the King of Spain, he is entitled to a fee simple estate as aforesaid; and by the treaty between Spain and the United States, of the 22d of February, 1819, the United States are bound to recognize and confirm to him his aforesaid title, in as full and ample a manner as he had and held the same, or could or ought to have had the same, under the Spanish Government, if that government were now exercising sovereign jurisdiction over this territory. Without

this, the United States, as far as he knows, are the rightful claimants to said lands. Your petitioner, in consideration of the premises, prays that the honorable court will take jurisdiction of this his petition, and that a copy hereof, and a citation, to shew cause, &c. &c., may be served on Thomas Douglas, Esq., United States district attorney for this district, pursuant to the provisions of the statute in such cases made and provided. And, finally, that your honor will decree to your petitioner, a confirmation of his title to the lands in this his petition claimed, and such other and further relief as in equity, &c. And your petitioner, as in duty, will ever, &c.

JOS. B. LANCASTER,
Attorney for Claimants.

A copy of the foregoing petition, with a citation thereto annexed, was delivered to the marshal of this district, to serve on the attorney of the United States for the same district, and the return of the said marshal thereon is in the words and figures following, to wit:

"Executed this 22d day of June, 1829, by leaving copy with Thomas Douglas, Esq.

"ISRAEL SMITH, *Dep. Marshal.*"

And afterwards, to wit, on the twenty-second day of July, in the year of our Lord one thousand eight hundred and twenty-nine, Thomas Douglas, Esquire, United States attorney for the district of East Florida, brought and filed in the clerk's office aforesaid, his answer to the said petition; which said answer is in the words and figures following, to wit:

Answer of U. S. Attorney.

SUPERIOR COURT, *November Term, in the year* 1829.

THE UNITED STATES OF AMERICA *ads.* HORATIO LOW and others.

The answer of Thomas Douglas, United States attorney for the district of East Florida, to the petition or bill of complaint of Horatio Low, who claims for himself and the heirs of John Low, deceased. The said attorney, in the name, and for and on behalf of the same United States, saving and reserving to them now, and at all times hereafter, all, and all manner of benefit of exception to the manifold errors, defects, and irregularities, in the said petition or bill of complaint contained for answer thereunto, or unto so much thereof as it is material and necessary for them to answer unto, answereth and saith:

That, whether the said governor did, on the sixth day of April, in the year one thousand eight hundred and sixteen, order, decree, and grant to the said John Low, deceased, the lands, to the num-

ber of sixteen thousand acres, which the petitioner has, in said petition or bill of complaint, mentioned in manner and form, and for the reasons and consideration therein alleged and set forth, or whether the said Horatio Low built a saw-mill upon the said tract of land, as he has in his said petition or bill of complaint alleged, or whether, if he did build the said mill upon the said tract of land, he built it within the time prescribed by the condition of the said supposed grant, or by the laws, rules, and regulations of the government of the Province of East Florida, or whether any such survey was made of the said tracts of land, as the said Horatio Low has, in his said petition or bill of complaint, mentioned and described, this respondent has no knowledge, and cannot, therefore, either admit or deny the same; but respectfully prays this honorable court to require of the said Horatio Low, upon the hearing of this cause, due proof of the making and execution of the said supposed grant, and of the said surveys, and of the building of the said mill, if any such grant or surveys were ever made, or any such mill was built, by the said Horatio Low, and, particularly, when and where the said mill was built, when she was first completed and put into operation, and whether it was a good and substantial, or a mere temporary one, and how much lumber the said mill would cut or saw in a day, and of all the matters and things in the said petition or bill of complaint alleged and set forth, as they are therein stated, according to law and the usages of courts of equity.

And this respondent avers, that, if the said supposed grant of lands was made as aforesaid, it was made contrary to, and in violation of, the laws, ordinances, and royal regulations of the Government of Spain, which were in force in the said Province of East Florida, at the time when the said supposed grant of lands is alleged to have been made as aforesaid, providing for the granting of lands in its provinces, of which said provinces the said East Florida was then one, and without any power or authority, on the part of the said Governor Coppinger, to make the same; and that, if it was made as aforesaid, it was never approved by the said Government of Spain, and that it was and is wholly null and void, as will more fully appear by reference to the laws, ordinances, and royal regulations aforesaid, to all of which, this respondent prays leave to refer and read on the hearing of this cause.

And this respondent farther saith: That, at the time when the said supposed grant is alleged to have been made as aforesaid, no power had been conferred, by the said Government of Spain upon the said Governor Coppinger, to make grants of land in East Florida of the magnitude and description of the one now claimed and described by the said Horatio Lowe in this suit; and this respondent farther prays that the said Horatio Low may be required to show and prove, upon the hearing of this cause, the specific powers which had been conferred (if any such powers had been conferred) by the Government of Spain aforesaid, upon the said Governor Coppinger, at the time when the said supposed grant is alleged to

have been made, to make grants of land in East Florida, and, particularly, that he may be required to shew and prove the specific power under which he claimed to act in making the said supposed grant, if any such grant was ever made by him.

And this respondent farther saith: That, at the time last above mentioned, it was, and for a long space of time had been, the fixed and settled policy of the Government of Spain aforesaid, to parcel out its colonial domain, in reference to the sole objects of increasing the population of its colonies, and of benefiting its indigent subjects, and, that, according to that policy, grants of land for the purpose of speculation were never approved or tolerated by said government, and the said grant was obtained, if it was obtained at all, by the said Horatio Low, for the purposes of speculation only.

And this respondent suggests that, if the said Horatio Low has any grant for the said lands, it was made since the twenty-fourth day of January, in the year one thousand eight hundred and eighteen, and that it is, consequently, rendered entirely null and void by the provisions of the latter clause of the eighth article of a certain treaty which was made on the twenty-second day of February, in the year of our Lord one thousand eight hundred and nineteen, by and between the same United States and the Government of Spain aforesaid.

And this respondent farther saith: That, if the said supposed grant of land was made as aforesaid, it did not authorize the said Horatio Lowe to survey and locate the said several tracts of land in the said petition or bill of complaint mentioned; and that, even if the said Governor Coppinger had been invested with competent power and authority to make the same, and the condition thereof had been fully complied, the said supposed grant would not have given to the said Horatio Low any right of soil in the lands thereby granted whatever, nor any other right thereto, but to use the pine trees which might be found thereon for the use of the said saw-mill.

And this respondent farther saith: That the said several tracts of land, in said petition mentioned, were located at a great distance from each other, and in such situations, that the pine timber, which might have been found thereon, could have been of no use for the supply of such a saw-mill.

And this respondent admits that the aforesaid claim of the said Horatio Lowe to the several tracts of land aforesaid, have been filed before the board of commissioners in the said petition or bill of complaint mentioned, and that the said board of commissioners rejected the same; but this respondent denies that the said grant is good and valid, or that it invests the said Horatio Low with an inchoate fee simple (or any other) estate in said lands, or that, by the usages, customs, laws, and ordinances of the King of Spain, he is entitled to a fee simple, or any other estate, in the said several tracts of land, or that the said United States are bound to recognise or confirm his said supposed title in any way or manner whatever.

And now, having fully answered all the matters and things in the said petition or bill of complaint contained and alleged, the said attorney prays that the said United States may be hereof discharged, and that their reasonable costs and charges by them in and about the defence of this suit, paid, laid out, and expended, may be adjudged and decreed to them, &c.

THOS. DOUGLAS,
United States Attorney, &c.

Amendment to Answer.

And afterwards, to wit, on the third day of August, in the year of our Lord one thousand eight hundred and thirty, the said United States, by their said attorney, brought and filed in the clerk's office aforesaid, his amendment to the foregoing answer; which said amendment is in the words and figures following, to wit:

Amendment to the Answer.

THE UNITED STATES *ats.* HORATIO LOW and others. } Claim for 16,000 acres of land.

And the said respondent farther saith: That Don Ruperto Saavedra, "Senor Auditor of War" of the said province, on the 27th day of October, in the year 1818, (by order of Don Jose Coppinger, governor, &c., as aforesaid,) made a report to the said Governor Coppinger upon various matters relative to grants and concessions of land before that time made in said province, and, amongst other things, upon the right of those persons to whom grants or concessions of lands had been made upon condition of their establishing mechanical works, such as factories, saw-mills, &c.; the eighth article of which said report is in substance as follows, to wit: "The assignment of large portions of territory which have been made for the establishment of factories, to persons who did not then comply, nor have since presented themselves to establish their mechanical works, ought to be considered without any right or value, and said lands declared perfectly free, that they may revert to the class of public lands; in this particular also the conditions for which they have been granted should be referred to, and in case any of them should have no limits, an equitable time be specified for the establishment of the works, which having passed without carrying them into effect, they be declared vacant." And this respondent saith, that the said Don Jose Coppinger, &c., as aforesaid, afterwards, to wit, on the 27th day of the same month of October, in the said year 1818, by his decree of that date, adopted and confirmed the said report, and ordered, directed, and commanded that it should be complied with, assigning the term of six months from the date last aforesaid for the establishment of the mechanical works referred to in the 8th article thereof, on the terms therein expressed; all of

which will more fully appear by reference to the said report and decree, as published in White's Compilation, at pages 252 and 253, which this respondent prays leave to introduce and read on the hearing of this cause. And this respondent saith, that neither the said John Low, nor the said petitioners, or either of them, did build or establish the said saw-mill within the said term of six months, but that they and each and all of them wholly failed and neglected so to do; and that all the right and title of the said John Low and of all and each of the said petitioners, in and to the said tract of land, (if any such right or title they or either of them ever had,) under the said supposed grant or concession, was entirely annulled and taken away, and the said concession wholly set aside, by virtue of the said decree so made as aforesaid; and that the said lands became perfectly free, and reverted to the class of public lands, at the expiration of the said term of six months.

And this respondent farther saith: That the same Ruperto Saavedra, "Senor Auditor of War," as aforesaid, in another official report made by him upon the same subjects, at the instance of the said Governor Coppinger, on the 18th day of January, in the year 1819, amongst other things, reported in substance as follows, to wit: "Although no royal order nor the regulations speaks of the concession of lands for the establishment of mechanical works, it is very obvious that, it being the will of his majesty to improve the province which he has taken so much interest in, dispensing for the purpose copious favors, the governors had the privilege of granting lands for the establishment of said works, with the same inducement of proprietorship, to all those who contributed by their expenditures to works of so much utility to the improvement of industry. Nevertheless, it is certain that many individuals who have obtained such concessions have remained in inaction, without having for so long a period advanced the establishment of said works, it appears just that such concessions which have remained in inactivity should be declared null and of no effect; but not so against those who have advanced the establishment of their works, since by their industry and expenditures they have made themselves entitled to every protection to animate their perseverance." And this respondent saith, that on the same day and year last aforesaid, the said Don Jose Coppinger, governor, &c., as aforesaid, adopted and confirmed the report last above specified, and ordered, directed, and decreed, that it should be complied with; as will more fully appear by reference to the report and decree last aforesaid, in the compilation aforesaid, from page 255 to 257; which this respondent also prays leave to introduce and read on the hearing of this cause. And this respondent saith, that at the time last above specified, neither the said John Low nor the said petitioners, or either of them, had advanced the establishment of the said saw-mill in any manner whatever; and that the said supposed grant or concession (if any such was ever made

as is alleged, which is not admitted) was entirely annulled and set aside by the decree last aforesaid; if, indeed, it was not originally or had not before that time become entirely null and void.

THOS. DOUGLAS,
United States Attorney.

Bill of Revivor.

And afterwards, to wit, on the twenty-eighth day of July, in the year of our Lord one thousand eight hundred and thirty-four, the said claimants, by their said attorney, brought and filed in the clerk's office aforesaid, a bill of revivor in this cause; which said bill is in the words and figures following, to wit:

SUPERIOR COURT, *Eastern District of Florida.*

To the honorable Robert Raymond Reid, Judge of the Superior Court for the Eastern District of Florida, aforesaid, specially authorized by an act of Congress to receive and adjudicate claims to lands within the aforesaid district.

The petition of John W. Lowe, one of the heirs and legal representatives of John Low, deceased, for and on behalf of himself and the other heirs and legal representatives of said decedent, respectfully sheweth unto your honor, that one Horatio Lowe, in his life time, to wit, on the twenty-second day of May, in the year of our Lord eighteen hundred and twenty-nine, and within the time limited by act of Congress in that case made and provided, did file his petition against the United States in said court, for and on behalf of himself and the other heirs and legal representatives of John Lowe, deceased, setting forth his and their claim to a certain tract of land, containing sixteen thousand acres, within said eastern district of Florida, and within the jurisdiction of this honorable court, as by reference to said petition, and exhibits therein mentioned, will fully appear. Your petitioner further sheweth, that upon the said petition of said Horatio Lowe, process from this court was duly issued and served upon Thomas Douglas, Esq., attorney for the United States for the district of East Florida, and that the answer of said Douglas for and on behalf of the United States to the said petition, was duly filed.

Your petitioner further sheweth, that since the filing said petition and the answer thereto, the said Horatio Lowe has departed this life, leaving your petitioner and others, the legal representatives of John Lowe, deceased. And your petitioner further sheweth, that said suit and proceedings having become abated by the death of said Horatio Low, your petitioner, for and on behalf of himself and the other legal heirs and representatives of said John Lowe, deceased, have become entitled to have the said suit and proceedings revived against the said United States, and to have the same put in the like state and condition as it was in previous to the death of the said Horatio Low, and also to be

permitted to carry on and prosecute the said suit to a final determination.

To this end your petitioner, for and on behalf of himself and the other heirs and legal representatives of John Low, deceased, prays that process in this behalf do forthwith issue against the said Thomas Douglas, Esquire, attorney for the United States, in pursuance of the statute in such case made and provided. And your petitioner, as in duty bound, will ever pray, &c.

JOS. B. LANCASTER,
Atty. for Petitioners.

A copy of the foregoing bill, with a *scire facias* thereto annexed, was delivered to the marshal of this district, to serve on the attorney of the United States for the same district, and the return of the said marshal thereon, is in the words and figures following, to wit:

"Executed this 4th day of August, 1834, by delivering a true copy to Thomas Douglas, Esquire, United States attorney.

SAMUEL BLAIR, *Marshal.*"

Answer to Bill of Revivor.

And afterwards, to wit, on the eleventh day of August, in the year of our Lord one thousand eight hundred and thirty-four, the said attorney for the United States, brought and filed in the clerk's office aforesaid, his answer to the said bill of revivor, which said answer is in the words and figures following, to wit:

DISTRICT OF EAST FLORIDA, *Superior Court.*

THE UNITED STATES
ats.
JOHN W. LOWE and others. } Bill of Revivor.

The answer of Thomas Douglas, United States attorney for the district of East Florida, to the bill of revivor of John W. Lowe, who claims, on behalf of himself and the legal heirs and representatives of John Lowe, deceased.

The said attorney, for and on behalf of the same United States to the said bill of revivor answering, admits that the same Horatio Lowe, in the said bill mentioned, did file his petition against the United States in said court, claiming for and on behalf of himself and the other legal heirs and representatives of one John Lowe, deceased, setting forth their claim to a certain tract of land containing sixteen thousand acres, as in said bill of revivor is stated and alleged.

This respondent also admits that upon the said petition of the said Horatio Lowe, process from said court was duly issued and served upon this respondent, and that the answer of this respondent was duly filed. This respondent also admits that since the filing of said petition, and the answer thereto, the said

Horatio Low has departed this life, and that said suit and the proceedings have become abated by the death of said Horatio Low, as in the said bill of revivor is alleged. But whether the aforesaid John W. Low is one of the legal heirs and representatives of the said John Low, deceased, or indeed whether the said John Low, deceased, left any such legal heirs or representatives or not, this respondent does not know, and cannot therefore either admit or deny the same, but leaves the said complainant to make such proof thereof as he may be able to adduce on the hearing of this cause.

And this respondent submits to such order and decree as to this honorable court shall seem just and equitable in the premises, and humbly prays this honorable court to take care of and protect such interest as the said United States shall appear to have in the premises aforesaid.

And now having fully answered all the matters and things in the said bill of revivor alleged, the said attorney prays that the said United States may be hence dismissed with their reasonable costs, &c.

THOS. DOUGLAS, *U. States Attorney.*

Replication.

And afterwards, to wit, on the thirteenth day of August, in the year of our Lord, one thousand eight hundred and thirty-four, the said claimant by his attorney, brought and filed in the clerk's office aforesaid, his replication, which is in the words and figures following, to wit:

JOHN W. LOW, &c.
vs.
UNITED STATES. } Replication.

The replication of the heirs of John Low, to the answer of Thos. Douglas, Esquire, attorney of the United States, defendant.

And these claimants, saving and reserving to themselves all and all manner of advantage of exception which may be had and taken to the manifold errors, uncertainties and insufficiencies in the answer of the said defendant for replication thereunto, say: that they do and will aver, maintain, and prove their said bill to be true, certain and sufficient in the law to be answered unto by the said defendant, and that the answer thereto is very uncertain, evasive and insufficient in the law to be replied unto by these claimants, without that, that any other matter or thing in the said answer contained material or effectual in the law to be replied unto, confessed or avoided, traversed or denied is true: all which matters and things these claimants are ready to aver, maintain, and prove, as this honorable court shall order and direct; and humbly pray, &c.

SMITH & LANCASTER, *Attys.*

Hearing of Cause and Submission.

And afterwards, before the superior court for the district of East Florida, holden at the court-house in the city of St. Augustine, at the term of July, in the year of our Lord one thousand eight hundred and thirty-four, to which term this cause had come by regular continuance, to wit, on Thursday the seventeenth day of said term, and the fourteenth day of the month of August, the following entry of record was made in this cause, to wit:

JOHN W. LOW on behalf of himself and the other heirs and legal representatives of JOHN LOW, deceased, *against* THE UNITED STATES OF AMERICA. } Land Claim, 16,000 Acres.

This day came as well the said claimants by their counsel, as the counsel for the said United States; and the counsel for the said claimants having filed a bill of revivor in this case on behalf of John W. Low, one of the heirs and legal representatives of John Low, deceased, for and on behalf of himself and the other legal heirs and representatives of the said decedent; and process thereupon having been issued and returned executed, the said counsel prays that this cause may proceed in the name of the said John W. Lowe, on behalf of himself and the other legal heirs and representatives of the said John Low, deceased, against the said United States of America; which is ordered accordingly. The counsel for the United States moved the court for a continuance of this cause: which motion was overruled by the court; whereupon, this cause came on to be heard this day, and the petition of the said claimant, and the answer and amendment to the answer of the attorney of the United States, togetether with the replication of the said claimant, were read to the court. The counsel for the claimant offered in evidence a certified copy, by the keeper of the public archives for East Florida, of the original certified copy by Tomas de Aguilar, of the memorial and grant in this case, together with the certified translation thereof by the translator and interpreter of this court; to the receiving of which in evidence, the counsel for the United States objected, and filed the following reasons therefor, to wit: 1st. Because the complainant has not, in his petition or bill of complaint, alleged or shown the loss of the said original, or in any way accounted for its absence or non-production. 2d. Because it is only the copy of a copy. 3d. Because the document from which it was taken has also been given in evidence in this case by the claimant. 4th. Because the document from which it is certified to be taken could not be received in evidence without support from collateral proof. 5th. Because the claimants have not proven the execution of the original from which the first copy was taken. 6th. Because the archives have been examined, and they furnish no proof that such an original ever existed. 7th. Because if such

an original ever did exist, it should now be found in the office of the public archives. 8th. Because the absence of the original from the office where the laws and usage of Spain require it to be deposited, and where the laws of the United States now require all such documents to be kept, creates a strong presumption that no such original ever existed. 9th. Because the original from which the first copy was taken could not be received in evidence without support from collateral proof; which objections were overruled by the court, and the said document admitted in evidence, but subject to the opinion of the court, as to its admissibility, on hearing the argument in this cause. The counsel for the said claimants then offered in evidence a document purporting to be an original certified copy of a concession to John Low for the land claimed in this case, brought into court by the keeper of the public archives for East Florida, in obedience to a subpœna *duces tecum* issued from this court, and is the same document exhibited and testified to by Antonio Alvarez, on this day, as by his testimony appears; to the receiving the said document in evidence, the counsel for the United States objected, and filed the following reasons therefor, to wit: 1st. Because the Spanish archives of the province, among which the original concession should have been found, if any such ever existed, have been resorted to, and they afford no evidence that such an original ever did exist. 2d. Because the absence of the original from the office where the laws and usages of Spain required it to be deposited, and where the laws of the United States now require all such documents to be kept, (when unexplained,) creates a strong presumption that no such original ever existed. 3d. Because the absence of the original from the office assigned for it by law, is unexplained and unaccounted for. 4th. Because the complainant has not proven the execution of the original from which the copy is certified to have been taken. 5th. Because the original, if produced, could not be received in evidence, without proving the signature of the governor; and a copy can never be admitted in evidence, when the original, if produced, would require support from collateral proof. 6th. Because the copy cannot prove the signature of the governor to the original grant, if such original ever existed. 7th. Because to admit the copy in evidence, would be to allow it higher dignity and credit than the original; which objections were overruled by the court, and the said document admitted in evidence, but subject to the opinion of the court, as to its admissibility, on hearing the argument in this cause. The claimants' counsel then offered in evidence two certificates and plats of survey of the land claimed in this case, with the translations thereof; to the receiving of which in evidence, the counsel for the United States objected: because the said certificates of survey bear date after the 24th of January, 1818; and because the said surveys do not follow the calls of the grant in this case; which objections were overruled by the court, and the said documents admitted in evidence, but subject to the opinion of the court, as to their admissi-

bility, on hearing the argument in this cause. The counsel for the said claimants then offered in evidence an original certificate of George I. F. Clarke, dated 12th May, 1817; also an original certificate of Bernardo Segui, dated 10th of May, 1817, together with certified translations of said certificates; to the receiving the said documents in evidence the counsel for the United States objected, and the objection was overruled by the court, and the said documents admitted in evidence, but subject to the opinion of the court, as to their admissibility, on hearing the argument in this cause. The counsel for the claimants read in evidence the depositions of Joseph Higginbottom, George I. F. Clarke, and Bernardo Segui, as taken in this case; the counsel for the United States objecting to the said deposition of George I. F. Clarke, on the ground of his being interested in the event of this suit. The claimants' counsel also offered in evidence in this case all the testimony taken in the case of Elizabeth Wiggins against the United States on the part of the claimant, relating to the manner in which the papers belonging to the public archives were kept during the Spanish Government, and since the same came into the possession of the United States, under the agreement of counsel filed in said case of Elizabeth Wiggins; and the counsel for the United States offered in evidence in this case all the testimony taken in the case of Elizabeth Wiggins, on the part of the United States, relating to the same subject, under said agreement. The counsel for the United States offered and read in evidence the deposition of Antonio Alvarez taken in this case. The counsel for the United States also offered in evidence in this case the deposition of Antonio Alvarez, as taken in the case of John Breward against the United States, the same being so copied as to be made applicable to this case; and also a document in the case of Juan Russel, dated Havana, 4th of March, 1815; to the receiving which document in evidence the counsel for the claimants objected, and the objection was overruled by the court, and the said document admitted in evidence, but subject to the opinion of the court, as to its admissibility, on hearing the argument in this cause. Antonio Alvarez was on this day sworn as a witness on the part of the claimant, examined, and his testimony taken.

And the evidence and testimony on both sides being now concluded, and argument of counsel having been heard, as well on the part of the said claimants as on that of the United States, this claim was submitted to the court for its decree thereon, but leave is given to introduce further evidence on both sides.

Additional Evidence offered.

And afterwards, at the same term of July, in the year of our Lord one thousand eight hundred and thirty-four, to wit, on Wednesday, the twenty-second day of said term, and the twentieth day of the

month of August, the following entry of record was made in this cause, to wit:

JOHN W. Low on behalf of himself and the other heirs and legal representatives of JOHN Low, deceased, *against* THE UNITED STATES OF AMERICA.	Land Claim, 16,000 Acres.

This day came as well the counsel for the said claimants, as the counsel for the United States; and the counsel for the said claimants, under the leave of the court entered in this case on the 14th inst., this day offered and read in evidence the additional depositions of George I. F. Clarke and Bernardo Segui, taken in this case; and this claim was now finally submitted to the court for its decree therein.

Evidence and testimony offered and read in this cause at the hearing thereof, and numbered from one to eight, inclusive, to wit:

No. 1.

Memorial of and Grant to John Low.

Offered and read on behalf of Claimants.

TRANSLATION.

Petition.

His Excellency the GOVERNOR:

Don John Low, inhabitant of this province, with due respect to your excellency, represents: That, bounding with his land on Bell's river, there is a creek known by the name of Doctor's branch, which is suitable for the establishment of a water saw-mill, and, as the petitioner can, and is desirous of constructing immediately, a saw-mill on said place, if he can obtain the superior permission of government, and a grant of the accustomed quantity of land for its supply of lumber, and the assurance in his favor, that the great expenses that are indispensable to its construction, and the risks to which he will be liable, will be compensated, he humbly prays your excellency will be pleased to grant him the portion of land of five miles square, or its equivalent, which the government has been pleased to point out to similar works so beneficial to the improvement of the province, permitting that he should take the quantity of six thousand acres in the vacant lands that are in the neighborhood of Doctor's branch, and the remainder, which are ten thousand acres, on the northwest side of the head or lagoon of Indian river, which is likewise vacant. This is a favor he supplicates of the just administration of your excellency. St. Augustine, of Florida, 20th March, 1816.

JOHN LOW.

Decree.

ST. AUGUSTINE, *6th April*, 1816.

Having in consideration the benefit and utility that would result to the province should it be executed as the petitioner proposes, I grant him the permission he asks, likewise the lands at the places he mentions, with the precise condition that until he erects the said machine, he will not have an absolute right in them; but until he executes said fabric, he will have the benefit of the said lands and their lumber, without any other person defalcating any part thereof. Let the corresponding certificate be issued to him from the secretary's office.

COPPINGER.

Certificate of Aguilar.

Certificate.

Don Tomas de Aguilar, lieutenant of the army and secretary of the government of the place and province of St. Augustine, of East Florida, by commission from his majesty. I certify that the antecedent copy is faithfully drawn from the original that exists in the secretary's office, under my charge; and in compliance of the order, I give the present in St. Augustine, of Florida, the 6th of April, 1816.

TOMAS DE AGUILAR.

St. Augustine, 28th June, 1830. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Supr. Court.

Testimony of Antonio Alvarez.

SUPERIOR COURT, *District of East Florida.*

JOHN W. LOWE and others
vs.
THE UNITED STATES. } Land Claim, 16,000 Acres.

AUGUST 14*th*, 1834.

Antonio Alvarez, sworn as a witness on behalf of the claimants, states, that he is acquainted with the handwriting of Thomas de Aguilar, who was secretary of the Spanish Government here. Upon looking at original certified copy by Thomas de Aguilar, of the grant in this case, brought into court by the witness as keeper of the public archives, under a subpœna *duces tecum*, from this court, witness states that the signature of Tomas de Aguilar to said certificate, is in the handwriting of said Thomas de Aguilar. Witness further states, that this original certificate of Aguilar was deposited in the office of witness by the register and receiver, who acted as land commissioners.

Upon certified copy of said original certified copy, being shown to the witness, he states that said certified copy is truly copied from the original.

No. 2.

Certificate of Survey for 6,000 *Acres.*

Offered and read on behalf of the Claimants.

Objected to, at the hearing of the cause by the counsel for the United States, and objections subsequently withdrawn.

TRANSLATION.

I, Don Jorge Clarke, captain of the northern district of East Florida, and commissioned surveyor general by the government thereof, do certify, that I have surveyed and delineated to Don Juan Low, six thousand acres of land in the place called Doctor's branch on Bell's river, in part of a larger quantity which was granted to him by the government on the sixth of April, of one thousand eight hundred and sixteen, for the erection of a water saw-mill, as appears by the documents which the interested party keeps to himself; and said tract is conform to the following plot and to the original thereof, which is left under my charge. District of St. Mary's, 23d December, 1819.

JORGE I. F. CLARKE.

Plat of Survey of 6,000 *Acres.*

[Here follows the annexed plat of survey of six thousand acres of land.]

[For plat of survey see original, page 26.]

St. Augustine, 22d March, 1830. I certify that the preceding comprehends a faithful copy of the original plat, and a correct translation thereof, and of the certificate annexed; the whole in conformity to the document annexed.

A. GAY,
Translator and Intr. of the Superior Court.

Certificate of Survey for 10,000 *Acres.*

TRANSLATION.

I, Don Jorge Clarke, captain of the northern district of Florida, oriental, and commissioned by the government, surveyor general of the province, do certify, that I have surveyed and delineated for Don Juan Low, ten thousand acres of land, northwestwardly of the head of Indian river, and west of the prairies of the stream called North creek, which empties itself at the head or pond of said river, which tract of land, together with other six thousand acres, situated on Doctor's branch, on Bell's river, was granted to him on the sixth of April, one thousand eight hundred and sixteen, for the object of erecting a water saw mill, and in all its circumstances, is comform to the following plat, and to the original thereof, which I keep. St. Augustine, 7th February, 1820.

JORGE I. F. CLARKE.

Plat of Survey of 10,000 *Acres.*

[Here follows the annexed plat of survey of ten thousand acres of land.]

St. Augustine, 22d March, 1830. I certify that the preceding is a corrrect copy and translation of the plat and certificate contained in the Spanish document annexed.

A. GAY,
Translator and Intr. of the Supr. Court.

No. 3.

Deposition of Higginbottom, Clarke, and Segui.

Offered and read on behalf of the Claimants

TERRITORY OF FLORIDA.

In the name and by the authority of the United States of America, to Kingsley B. Gibbs, Esquire.

Whereas a certain claim to land is now depending in the superior court for the eastern district of Florida, in which said claim

John W. Lowe and others are claimants, and the United States of America defendant; and it being necessary to the investigation of said claim to have the testimony of Joseph Higginbottom, George I. F. Clarke, and Bernardo Segui, you, the said Kingsley B. Gibbs, having been named by the said claimant and the said defendant as commissioners to examine said witnesses on certain interrogatories.

Know ye that confiding in your prudence, ability, and integrity, you are, by these presents, appointed, and full power and authority are hereby given to you, diligently to examine the aforesaid witnesses upon certain interrogatories to be exhibited to you, as well on the part of the said plaintiff as on the part of the said defendant, or of either party in said cause; and, therefore, you are hereby authorized and requested on a certain day or on certain days, and at a certain place, or at certain places, to be appointed by you for that purpose, to cause the said witnesess to come before you, and then and there to examine each of them apart on the said interrogatories on their respective corporal oaths, or their respective solemn affirmations first taken before you, and to take such their examinations and reduce them to writing on paper, and when you shall have so taken them to sign the same with your name, and enclose and seal the whole together, conformably to the instructions hereunto subjoined.

And you are hereby further requested that before you act in or be present at the swearing or solemn affirming, and the examining of any of the said witnesses, you do make oath or solemn affirmation that according to the best of your knowledge, you will truly, faithfully, and without partiality to any or either of the parties in said cause take the examination and deposition of every witness produced and examined by virtue of this commission upon the interrogatories hereunto annexed and produced to you, and that you will not publish or make known to any person whomsoever, except the clerk or clerks who may by you be employed and sworn to secresy in the execution of this commission, the contents of any of the depositions of the witnesses to be taken by you in this commission named, until publication shall pass by rule or order of the said superior court.

Witness the honorable Robert R. Reid, judge of the superior court for the eastern district of Florida, this 13th day of August, in the year one thousand eight hundred and thirty-four, and in the 59th year of the Independence of the United States.

[SEAL.] K. B. GIBBS, *Clerk.*

INSTRUCTIONS.

When the testimony is taken, the commissioner is required to sign his name at the bottom of each sheet of the deposition, and of the whole after fixing and sealing the several sheets together, then to

enclose the whole examination, commission, and all in an envelope, sealed up, with your name written on the outside across the seal, and to endorse the packet on the corner thereof with the names of the parties, and to direct the same to K. B. Gibbs, Esquire, clerk of the superior court at St. Augustine, and deliver it to him.

SUPERIOR COURT, *Eastern District of Florida.*

JOHN W. Low and others
vs.
THE UNITED STATES. } Land claim, 16,000 Acres.

Interrogatories to be propounded to George I. F. Clarke, Bernardo Segui, and Joseph Higginbottom, to be sworn and examined under a commission from said court, directed to Kingsley B. Gibbs, and their answers thereto to be read in evidence in the above entitled cause.

First. Were you acquainted with John Low, the ancestor of the claimants in his life time? If yea, is he dead or living, and if the former, state when he died as nearly as you can recollect.

Second. Did or did not the said John Low in his life time build a saw mill in Florida? If so, please state in what part of Florida or what water course, what was her quality and cost as nearly as you can estimate, when you first saw said mill, and knew her to be in operation?

Third. What children did the said John Lowe leave at his death? Please name such of them as you recollect.

Fourth. Was said mill built on Doctor's branch of Bell's river? If so, where is Doctor's branch and Bell's river situated?

For Clarke and Segui.

Fifth. Did or did not you give an official certificate to said Lowe at or about the time of your viewing said mill; and if yea, was or was not the statements in your said certificate true to the best of your knowledge and belief?

Sixth. To George I. F. Clarke. Look at the Spanish document annexed, marked A, and say whether it was given by you at its date, and whether the facts therein stated, are according to your best recollection, truly set forth?

Seventh. To Bernardo Segui. Look at the Spanish document annexed, marked B, and say whether it was given by you at its date, and whether the facts therein stated, are according to your best recollection, truly set forth?

Eighth. To all the witnesses. Be pleased to state as nearly as you can recollect, how long said mill continued in operation.

JOS. B. LANCASTER,
Atty. for Claimants.

EXCEPTIONS, &c.

First. The defendant excepts to the fifth, sixth, and seventh direct interrogatories, because, although it may be competent to interrogate witnesses in respect to the same facts which are set forth in a certificate or affidavit made by the said witness, it is not legal and competent to enquire of said witness whether the facts therein stated are true as they are set forth in the said certificate or affidavit; but said facts, if true, ought to be proved with reference to a supposed statement of them in any certificate made by said witness.

The remaining interrogatories may be answered subject to all legal exceptions hereafter to be taken to them, and to the answers which may be given thereto.

ALLEN, *for the United States.*

Certificate of Clarke, annexed to Deposition.

Translation of the Document marked A, annexed and referred to in the foregoing Interrogatories.

TRANSLATION.

I, Don George Clarke, surveyor general of the province, and captain of the northern district of East Florida, by commission of its government, do certify that on the ninth of May of the present year, at the request of Don John Low, an inhabitant of my jurisdiction, I went to examine a water saw mill which he had built on the stream named Doctor's branch, on Bell's river, about two miles distant from his house and plantation, pursuant to the permit granted to him by the government on the 6th April, 1816, I found the said mill finished, well disposed, and executed, in free operation, and sawing planks. Likewise the said Low was employed in preparing the materials to built a grist mill to be placed on the same stream.

In testimony whereof, I give the present at his request. Fernandina, 12th May, 1817.

GEORGE I. F. CLARKE.

St. Augustine, 8th March, 1830. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Sup'r. Court.

Certificate of Segui, annexed to Deposition.

Translation of the Document marked B, annexed and referred to in the foregoing Interrogatories.

TRANSLATION.

Don Bernardo Segui, escribano pro. tem. only one in this town of Fernandina, in East Florida.

I certify and attest, that at the solicitation of Don John Low, an inhabitant of this province, I repaired on yesterday to his country

seat, which is situated upon the main land, and in sight of this town; and being upon it accompanied also by Don George Clarke, captain of that district, the said Low pointed out to me several buildings which he had constructed and particularly a water saw mill, in free operation, sawing plank, which he has located on a branch called Doctor's branch, about two miles distant from his dwelling, which machinery I know he had constructed consequent to a permission granted by this government on the sixth of April, one thousand eight hundred and sixteen. I also certify that the said Low is actually building upon the said branch a corn mill, and in compliance with what is ordered by Don Francisco Morales, captain of the army and commander of this town, upon the petition of the said Don Juan Low, I signet and sign the present upon common paper, the stamped not being in use. Fernandina, tenth of May, one thousand eight hundred and seventeen.

Escribano's signet, BERNARDO SEGUI.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS S. SANCHEZ,
Int. and Trans. of Sup. Court E. D. F.

Answers of Higginbottom.

SUPERIOR COURT, *District of East Florida.*

JOHN W. Low and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 16,000 Acres.

The answers of Joseph Higginbottom, to the interrogatories hereto annexed, the said Joseph Higginbottom, being first duly sworn.

To the first interrogatory, the witness answers, I was well acquainted with John Low in his life time; he is now dead; he died as well as I recollect about 10 or 12 years ago.

To the second interrogatory, witness answers, that John Low, built a saw mill on a branch of Bell's river, called Doctor's branch before the mill was built, and after the mill was built, called Low's mill creek, and now goes by that name; I am no judge of saw mills, and cannot state her quality or estimate her cost; when I saw her in operation she run one saw; I first saw this mill in operation before the cession of this country, and she was in operation during McGregor's time, and before.

To the third interrogatory, witness answers, I believe he left the following children, Horatio, Rebecca, Ally, since married to James Dell, one called Wesley, and who, I believe, is also called John, Barclay, Thomas, Fernando, Ellen, and Eliza Low.

To the fourth interrogatory, witness answers, yes; the mill was built on a branch of Bell's river, called Doctor's branch, before the mill was built, and after it was built, it went by the name of Low's

EXCEPTIONS, &c.

First. The defendant excepts to the fifth, sixth, and seventh direct interrogatories, because, although it may be competent to interrogate witnesses in respect to the same facts which are set forth in a certificate or affidavit made by the said witness, it is not legal and competent to enquire of said witness whether the facts therein stated are true as they are set forth in the said certificate or affidavit; but said facts, if true, ought to be proved with reference to a supposed statement of them in any certificate made by said witness.

The remaining interrogatories may be answered subject to all legal exceptions hereafter to be taken to them, and to the answers which may be given thereto.

ALLEN, *for the United States.*

Certificate of Clarke, annexed to Deposition.

Translation of the Document marked A, annexed and referred to in the foregoing Interrogatories.

TRANSLATION.

I, Don George Clarke, surveyor general of the province, and captain of the northern district of East Florida, by commission of its government, do certify that on the ninth of May of the present year, at the request of Don John Low, an inhabitant of my jurisdiction, I went to examine a water saw mill which he had built on the stream named Doctor's branch, on Bell's river, about two miles distant from his house and plantation, pursuant to the permit granted to him by the government on the 6th April, 1816, I found the said mill finished, well disposed, and executed, in free operation, and sawing planks. Likewise the said Low was employed in preparing the materials to built a grist mill to be placed on the same stream.

In testimony whereof, I give the present at his request. Fernandina, 12th May, 1817.

GEORGE I. F. CLARKE.

St. Augustine, 8th March, 1830. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Sup'r. Court.

Certificate of Segui, annexed to Deposition.

Translation of the Document marked B, annexed and referred to in the foregoing Interrogatories.

TRANSLATION.

Don Bernardo Segui, escribano pro. tem. only one in this town of Fernandina, in East Florida.

I certify and attest, that at the solicitation of Don John Low, an inhabitant of this province, I repaired on yesterday to his country

seat, which is situated upon the main land, and in sight of this town; and being upon it accompanied also by Don George Clarke, captain of that district, the said Low pointed out to me several buildings which he had constructed and particularly a water saw mill, in free operation, sawing plank, which he has located on a branch called Doctor's branch, about two miles distant from his dwelling, which machinery I know he had constructed consequent to a permission granted by this government on the sixth of April, one thousand eight hundred and sixteen. I also certify that the said Low is actually building upon the said branch a corn mill, and in compliance with what is ordered by Don Francisco Morales, captain of the army and commander of this town, upon the petition of the said Don Juan Low, I signet and sign the present upon common paper, the stamped not being in use. Fernandina, tenth of May, one thousand eight hundred and seventeen.

Escribano's signet, BERNARDO SEGUI.

I certify the foregoing to be a true and correct translation of the Spanish document annexed.

JOS S. SANCHEZ,
Int. and Trans. of Sup. Court E. D. F.

Answers of Higginbottom.

SUPERIOR COURT, *District of East Florida.*

JOHN W. Low and others
vs.
THE UNITED STATES OF AMERICA. } Land claim, 16,000 Acres.

The answers of Joseph Higginbottom, to the interrogatories hereto annexed, the said Joseph Higginbottom, being first duly sworn.

To the first interrogatory, the witness answers, I was well acquainted with John Low in his life time; he is now dead; he died as well as I recollect about 10 or 12 years ago.

To the second interrogatory, witness answers, that John Low, built a saw mill on a branch of Bell's river, called Doctor's branch before the mill was built, and after the mill was built, called Low's mill creek, and now goes by that name; I am no judge of saw mills, and cannot state her quality or estimate her cost; when I saw her in operation she run one saw; I first saw this mill in operation before the cession of this country, and she was in operation during McGregor's time, and before.

To the third interrogatory, witness answers, I believe he left the following children, Horatio, Rebecca, Ally, since married to James Dell, one called Wesley, and who, I believe, is also called John, Barclay, Thomas, Fernando, Ellen, and Eliza Low.

To the fourth interrogatory, witness answers, yes; the mill was built on a branch of Bell's river, called Doctor's branch, before the mill was built, and after it was built, it went by the name of Low's

mill creek; Doctor's branch, is a branch of Bell's river, and Bell's river empties into Amelia river; all in the county of Nassau.

To the eighth interrogatory, witness answers, the mill was in operation off and on, to the best of my recollection, five or six years.

his
JOSEPH ⋈ HIGGINBOTTOM.
mark.

Taken, sworn to, and subscribed before me, this 13th day of August, A. D. 1834.

K. B. GIBBS, *Commissioner.*

Answers of Clark.

SUPERIOR COURT, *District of East Florida.*

JOHN W. Low and others
vs.
THE UNITED STATES. } Land claim, 16,000 Acres.

The answers of George I. F. Clarke to the interrogatories hereto annexed, the said George I. F. Clark, being duly sworn.

To the first interrogatory, the witness answers, I was acquainted with John Low, the ancestor of the claimants in his life time; he is now dead, and as nearly as I can recollect he has been dead about five or six years.

To the second interrogatory, the witness answers, that John Low did build a saw-mill on Doctor's branch of Bell's river; the mill was quite an efficient one, and did a great deal of work; I do not know what was her cost, and cannot estimate it; I first saw the said mill and knew her to be in operation about the year 1816 or 1817.

To the third interrogatory, witness answers, I know he left three sons and two daughters; I do not recollect their names.

To the fourth interrogatory, witness answers, the mill was built on Doctor's branch of Bell's river; Doctor's branch is situated in the northern part of the territory, within about seven miles of St. Mary's river; and Bell's river empties into St. Mary's river.

To the fifth interrogatory, witness answers, I did give an official certificate to John Low, as stated in this interrogatory, and the statements in that certificate are true, to the best of my knowledge and belief.

To the sixth interrogatory, witness answers, upon looking at the document hereto annexed, marked A, that the said document was given by him at its date, and that the facts therein stated, are to best of his recollection truly set forth.

To the eighth interrogatory, witness answers, that said mill continued in operation, as nearly as he can recollect, several years.

GEORGE I. F. CLARKE.

Taken, sworn to, and subscribed before me, this 13th day of August, A. D. 1834.

K. B. GIBBS, *Commissioner.*

At the request of the witness, I attach the following statement, to wit:

I further state, that in February, 1821, I purchased of the said John Low, a tract of land embraced by this grant; this I mention in support of my confidence in the integrity thereof; while I exercise the candor due to the honorable court in this case, and to myself as a witness. Perhaps it may be necessary to add, that before February, 1821, I was entirely uninterested in this grant.

GEO. I. F. CLARKE.

Before me

K. B. GIBBS, *Commissioner*.

Answers of Segui.

SUPERIOR COURT, *District of East Florida.*

JOHN W. Low and others *vs.* THE UNITED STATES. } Land claims 16,000 Acres.

The answers of Bernardo Segui, to the interrogatories hereto annexed, the said Bernardo Segui, being first duly sworn.

To the first interrogatory, the witness answers, I was acquainted with old Mr. John Low in his life time, who formerly lived in Nassau county; I have heard he was dead, I do not know when he died.

To the second interrogatory, witness answers, and he showed me the begining of a saw-mill, and some lumber sawed by it; the mill when I saw it was not finished, but it sawed a little; I do not recollect on what water-course the mill was situated, it was somewhere's near St. Mary's river; I do not know the quality of the mill and cannot estimate its cost; I first saw the mill in 1816 or 1817.

To the third interrogatory, witness answers, I know he left two or three children; I do not recollect their names.

To the fourth interrogatory, witness answers, I do not recollect exactly where the mill was built; it was somewhere's near St. Mary's river.

To the fifth interrogatory, witness answers, I believe I did give an official certificate to John Low, at or about the time of my viewing the mill, and I believe the statements in that certificate to be true.

To the seventh interrogatory, witness answers, upon looking at the document hereto annexed, marked B; that it was given by him at its date, and that the facts therein stated are according to his best recollection truly set forth.

To the eighth interrogatory, witness answers, I do not know how long said mill continued in operation.

BERNARDO SEGUI.

Taken, sworn to, and subscribed before me, this 13th day of August, A. D. 1834.

K. B. GIBBS, *Commissioner*.

As commissioner named in the commission hereto annexed, I do certify, that I have examined the witnesses named in said commission under oath, and their answers to the interrogatories hereto annexed, are truly and correctly herein set forth, and that I was duly sworn myself to the due execution of this commission.

K. B. GIBBS, *Commissioner.*

No. 4.

Second Deposition of Clarke and Segui.

Offered and read on behalf of the Claimants.

TERRITORY OF FLORIDA.

In the name and by the authority of the United States of America to Kingsley B. Gibbs, Esquire, greeting:

Whereas a certain claim to land is now depending in the superior court for the eastern district of Florida, in which said claim John W. Low and others are claimants, and the United States of America defendant, and it being necessary to the investigation of said claim to have the testimony of George I. F. Clarke and Bernardo Segui, the said Kingsley B. Gibbs having been named by the said claimant and the said defendant as commissioner to examine said witnesses on certain interrogatories.

Know ye that confiding in your prudence, ability, and integrity, you are by these presents appointed, and full power and authority are hereby given to you, diligently to examine the aforesaid witnesses upon certain interrogatories to be exhibited to you, as well on the part of the said claimant as on the part of the said defendant, or of either party in said cause; and, therefore, you are hereby authorized and requested, on a certain day or on certain days, and at a certain place or at certain places to be appointed by you for that purpose, to cause the said witnesses to come before you, and then and there to examine each of them apart on the said interrogatories, on their corporal oaths or solemn affirmation first taken before you, and to take such their examination and reduce them to writing on paper, and when you shall have so taken them, to sign the same with your name, and enclose and seal the whole together conformably to the instructions hereunto subjoined.

And you are hereby further requested that, before you act in, or be present at the swearing or solemn affirming and the examining of any of the said witnesses, you do make oath or solemn affirmation that according to the best of your knowledge you will truly, faithfully, and without partiality to any or either of the parties in said cause, take the examination and deposition of every witness produced and examined by virtue of this commission upon the interrogatories hereunto annexed and produced to you; and that you will not publish or make known to any person whomsoever,

except the clerk or clerks who may by you be employed and sworn to secresy in the execution of this commission, the contents of any of the depositions of the witnesses to be taken by you in this commission named until publication shall pass by rule or order of the said superior court.

Witness the honorable Robert R. Reid, judge of our said superior court for the district of East Florida, this 18th day of August, A. D. 1834.

[SEAL.]

K. B. GIBBS, *Clerk.*

Instructions.

When the testimony is taken, the commissioner is required to sign his name at the bottom of each sheet of the depositions, and of the whole after fixing and sealing the several sheets together, then to enclose the whole examination, commission, and all in an envelope sealed up, and their names written on the outside, across the seal, and to endorse the packet on the corner thereof with the names of the parties, and direct the same to Kingsley B. Gibbs, clerk of the superior court, St. Augustine, and deliver it to him.

SUPERIOR COURT, *District of East Florida, July Term*, 1834.

JOHN W. LOW, &c.
vs.
THE UNITED STATES. } Land claim for 16,000 Acres.

Interrogatories to be propounded to George I. F. Clarke and Bernardo Segui, Esquires, of the city of St. Augustine, witnesses to be examined in behalf of the claimants in this case before Kingsley B. Gibbs, Esquire, commissioner, according to law.

First interrogatory to George I. F. Clarke. Look at the document marked A attached to the interrogatories in the case directed to you, to Bernardo Segui, and Joseph Higginbottom, to which you deposed on the 13th instant, said document being a certificate purporting to have been executed and given by you on the 12th day of May, 1817, as captain or commandant of the northern district of this province, and say whether said document was given by you?

First interrogatory to Bernardo Segui. Look at the document marked (B) attached to said interrogatories in this case directed to you, to George I. F. Clarke and Joseph Higginbottom, to which you deposed on the 13th instant, said documeut being a certificate purporting to have been executed and given by you on the 10th day of May, 1817, as escribano or public notary of the town of Fernandina, within said northern district of this province, and say whether said document was given by you?

Second. To both of the witnesses. Be pleased to say, according

to your best recollection, whether said document was given by you at the time it bears date? If not, at what time?

Third. Be pleased to say whether said document and your signature subscribed thereto are in your proper handwriting?

Fourth. Be pleased to say whether said document was given by you in your official capacity, or given by you as a mere private individual?

Fifth. Please to state whether or not you visited the place of the said John Low in your official capacity, and in that capacity examined into and ascertained the facts which you certify in said document?

Sixth. In making this visit, examination, and certificate, did you act in a private capacity, or were you in the discharge of an official duty which, from your official station, you were bound to perform? If you answer that you acted officially, and in the discharge of an official obligation, be pleased to state whether you performed the duty under or by the order or decree of any public functionary or officer of the said northern district or of the province of East Florida? And if so, name the officer under whose decree or order you discharged the duty?

Seventh. Be pleased to state whether, according to your knowledge of the usages of this province in Spanish times, the document given by you in this case would have been received, before the Spanish tribunals, as evidence of the matters set forth and certified in said document.

Eighth. If you say that such document would have been received in evidence, in Spanish times, by the tribunals of this province? State upon what grounds you make the assertion: was it customary to establish facts before the tribunals in this way; was or was not this document given, and the facts set forth in it, certified in this way, to enable the said John Low to prove, before the proper tribunal, performance of the condition on which he received his mill grant?

Ninth. According to your knowledge of the usages of this province in Spanish times, was it or was it not practised and customary to establish and prove facts in districts remote from the city of St. Augustine, or by examination of witnesses before the tribunals in said city?

Tenth. Look at and examine the document given by you, (and which you say is in your proper handwriting,) and, having thus refreshed your recollection, lay the document aside; and then state, according to your best recollection, whether you visited, and at what time, the place of John Low, since deceased; where that place was; whether or not, at that time, you ascertained that a saw-mill had been established by him; and if so, upon what creek or waters was it erected; and was it in operation; was it a good and substantial mill; was it made known to you, at the time you visited the place, or previous thereto, that said John Low had a mill grant made to him by the governor of this province; if you

say aye, say for what quantity of land the grant was made; at what time it was made; and whether said mill was built in performance of the condition of said grant?

Eleventh. If you know any thing farther, material to the claimants or to this grant, depose it particularly and fully.

J. L. SMITH,
For Claimants.

Cross Interrogatories.

First, to George I. F. Clarke. If you answer that the document marked A, [and referred to in the first direct interrogatory,] was made and given by you, please to state whether you are enabled to declare that said document was made and given by you, from any distinct recollection which you now have of the transaction, independent of the said document, or whether you are not alone enabled to do so, from the fact that your signature is thereto affixed.

First, to Bernardo Segui. If you answer that the document marked B, (and referred to in the first direct interrogatory,) was made and given by you, please to state whether you are enabled to declare that said document was made and given by you, from any distinct recollection which you now have of the transaction, independently of the said document, or whether you are not enabled to do so alone, from the fact that your signature is affixed to the said document?

Second, to both witnesses. If you answer that the said document was given by you at the time it bears date, please to state whether you are enabled so to declare, from any distinct recollection which you now have of the fact, independent of, and unconnected with, the said document, or whether you are not enabled to do so alone, from the fact that, as the said document bears a particular date, you, for that reason, suppose it was given at that time?

Third. If, to the sixth direct interrogatory, you answer that, in making said visit, examination, and certificate, you acted officially, and in discharge of official obligation, and under the order or decree of some public functionary of the province, please to state what has become of the said order or decree; state, also, whether you were bound, from the official station which you held, to make such visits, examinations, and certificates, at the request of any one interested, or did you act in obedience to the said order or decree, or was your action in the matter voluntary, and of your own accord?

Fourth. If, to the seventh direct interrogatory, you answer that the said document would have been received as evidence by the Spanish tribunals, please to state whether you mean to be understood to say that such certificate (gratuitously given, and without any order or decree in the particular case, authorizing and directing such examination and certificate) would be received as legal evidence in a Spanish court?

Fifth. If, to the eighth direct interrogatory, you answer that it was customary, in Spanish times, to establish facts before the tribunals by official certification, please to state whether the proceeding in such case was not had under and in obedience to an order given for that purpose by some functionary of the province? If you state that the said "document was given to enable the said John Low to prove, before the proper tribunal, performance of the condition on which he received his mill grant," please to state the object of making such proof; was it to enable the said John Low to obtain, from the governor of the province, a royal title to said lands; if so, did the said Low obtain the said title; and if he did not obtain said title, please to state, if you know, why he did not obtain it; state, also, whether the said John Low did, or did not, at any time, join and act with the patriots against the authorities of the Spanish Government of East Florida?

Sixth. If, to the tenth direct interrogatory, you answer that it was made known to you, at the time you visited the place, or previously thereto, that the said John Low had a mill grant made to him by the governor of this province, please to state how the fact was made known to you? Did you see the original grant or concession to said Low, for said land, at the time referred to in the said interrogatory, or previously thereto? Can you declare, with certainty, that you ever saw such original grant or concession; if so, state when you saw it, and where?

Exceptions.

The defendant excepts to the fifth direct interrogatory, because the enquiry therein made, as to whether the said witnesses, in their official capacity, did or did not visit, examine into, and ascertain the facts which they certify to in the said documents, is not a legal and proper inquiry to be made of said witnesses in this case. The facts set forth in the said documents, if they exist, ought to be proved, independently of, and without reference to, said documents; and because the said interrogatory is, in other respects, improper and illegal.

The counsel for the United States, in this case, reserve the right to except to such of the preceding interrogatories, and the answers that may be given to them, as are not legal and proper.

R. C. ALLEN,
For the United States.

SUPERIOR COURT, *East Florida.*

JOHN W. LOW and others
vs.
THE UNITED STATES. } Land claim, 16,000 Acres.

The answers of George I. F. Clarke to the interrogatories and cross interrogatories hereto annexed; the said George I. F. Clarke being first duly sworn:

To the first interrogatory, the witness answers, that the document referred to in this interrogatory, was given by me.

To the second interrogatory, the witness answers, that, according to my best recollection, said document was given by me at the time it bears date.

To the third interrogatory, witness answers, yes.

To the fourth interrogatory, witness answers, that said document was given by me in my official capacity.

To the fifth interrogatory, witness answers, yes.

To the sixth interrogatory, witness answers, that in making this examination and certificate, I acted in the discharge of an official duty, which, from my official station, I was bound to perform. Being a public functionary, it was a part of my duty when called on, to attend to calls of this kind, and to make certificates in relation to them; and did not act under any special order or decree.

To the seventh interrogatory, witness answers, yes; it would have been received as evidence of the matter set forth in such certificate.

To the eighth interrogatory, witness answers, I say that such document would have been admitted in evidence, because I know an instance in point, where a certificate of a mill having been built, given by the commandant of the town of Fernandina, and the collector of the same place, in the case of this witness, for 16,000 acres of land; their certificates were immediately received by the governor as evidence, and a royal title issued thereon, and that was the only case of a mill grant that occurs to my recollection, in which certificates were procured, except this case. I cannot say it was customary; it saved the necessity of procuring witnesses. This certificate was given to enable the said John Low to prove before the proper tribunal, the performance of the conditions of his mill grant.

To the ninth interrogatory, witness answers, yes.

To the tenth interrogatory, witness answers, I did visit the place of John Low, since deceased, and that, according to the best of my recollect, early in 1817, Mr. Low's mill was on Doctor's branch, he lived himself on Bell's river; and I, at the time of my visit, ascertained that a saw-mill had been established by him on said Doctor's branch, and was in actual operation; he was also at that time establishing, on said branch, a grist-mill. The saw-mill was a good and substantial one. I heard sometime previous to my visit, that John Low had a mill grant made to him by the governor; I do not recollect to have heard at that time any of the particulars of the grant; not recollecting having then seen the grant to John Low, I cannot state what its conditions were; I only heard then that he had a grant to build a mill, and had an efficient one built.

To the eleventh interrogatory, witness answers, I recollect nothing more material to the claimants.

Cross Interrogatories.

To the first cross interrogatory, witness answers, I have a distinct recollection of the facts set forth in the certificate referred to in this cross interrogatory, and also of the making said certificate, independent of the document itself.

To the second cross interrogatory, witness answers, I cannot, from my recollection, independent of the certificate, state the precise time that it was given, but having visited Mr. Low's place early in 1817, it must have been shortly after that time.

To the third cross interrogatory, witness answers, in making the examination and certificate, I acted in my official capacity, and not under any special order or decree; I acted at the request of the party, and no order or decree was necessary, it was considered as a part of my duty to do so.

To the fourth cross interrogatory, witness answers, that such certificate, when given by a proper officer, would always be received as evidence in a Spanish court.

To the fifth cross interrogatory, witness answers, that certificates were given by the local officers to serve as evidence before the government, without any special order or decree for that purpose. It was considered a part of the functionaries' duty to do so. Mr. Low got this certificate for the purpose of enabling him at any time to get his royal title. Mr. Low did not apply for his royal title; I do not know why he did not obtain it, unless it was because he felt sure he could get it at any time. He never was accused by the government of having joined the patriots, and if he had, the general amnesty published by the Spanish Government, extended to all indiscriminately.

To the sixth cross interrogatory, witness answers, I knew he had a mill grant previously, and at the time of my visit, from general report. I did not see the original grant or concession for said land at the time of my visit or previously thereto; I cannot say that I ever saw the original grant or concession in this case; the surveys were always made by me upon certified copies.

GEO. I. F. CLARKE.

Taken, sworn to, and subscribed before me, this 19th day of August, A. D. 1834.

K. B. GIBBS, *Commissioner.*

SUPERIOR COURT, *East Florida.*

JOHN W. Low and others } Land claim, 16,000 Acres.
vs.
THE UNITED STATES. }

The answers of Bernardo Segui to the interrogatories and cross interrogatories hereto annexed; the said Bernardo Segui being first duly sworn:

To the first interrogatory, witness answers, that the document referred to in this interrogatory was given by me.

To the second interrogatory, witness answers, to the best of my recollection said document was given by me at the time it bears date.

To the third interrogatory, witness answers, yes, in my proper handwriting.

To the fourth interrogatory, witness answers, that said document was given by me in my official capacity.

To the fifth interrogatory, witness answers, I believe, to the best of my recollection, that it was in my official capacity that I examined into and ascertained the facts certified by me in said document.

To the sixth interrogatory, witness answers, I do believe that the visit, examination, and certificate were made by me in my official capacity, and that it was made by order of my superior, the civil and military commandant of the town of Fernandina; the name of that officer was Don Francisco Morales.

To the seventh interrogatory, witness answers, it would have been received as evidence, and good credit given to it.

To the eighth interrogatory, witness answers, that my reason for believing that it would be received in evidence in a Spanish tribunal, is, because the official acts of all public functionaries would be received, in evidence, in Spanish tribunals. It was customary to establish facts in this way or by the examination of witnesses. This document was given to enable the said John Low to prove, before the proper tribunal, the performance of the condition of his mill grant.

To the ninth interrogatory, witness answers, yes.

To the tenth interrogatory, witness answers, I recollect visiting, early in 1817, the place of Mr. John Low, since deceased. That place was near the river St. Mary's. A saw-mill at that place was in operation at that time. I do not think the mill was entirely completed at that time. I think it was erected on a branch called Doctor's branch. It appeared to me to be a good and substantial mill. I heard, previously to my visit, that Mr. John Low had a mill grant made him, by the governor. I do not recollect to have seen the grant myself. I do not know for what quantity of land it was made, or the time it was made. I know nothing about the conditions of the grant.

To the eleventh interrogatory, witness answers, I recollect nothing more.

Cross Interrogatories.

To the first cross interrogatory, witness answers, I have a distinct recollection of giving the document, independent of the document itself.

To the second cross interrogatory, witness answers, I have a distinct recollection of visiting Mr. Low's place early in 1817, and I think the certificate was given a short time after that visit.

To the third cross interrogatory, witness answers, I do not know what has become of the order under which I made this visit, examination, and certificate. I suppose McGregor took possession of all the public papers at Fernandina. I was bound, when I was ordered, to make such visits, examinations, and certificates, and was not bound to make them at the request of a party.

To the fourth cross interrogatory, witness answers, that such certificates as the one referred to would not be received in evidence, unless made by order of a superior. Certificates of documents, in my office as escribano, would be received in evidence without being made by order of a superior.

To the fifth cross interrogatory, witness answers, that official certifications were generally given under the order of a superior. The object of the said John Low, in obtaining the said certificate, was to enable him to procure his royal title. I do not know whether the said Low obtained his royal title; if he had have obtained it, this certificate would have been lodged in the escribano's office here. I do not know whether John Low acted with the patriots or not.

To the sixth cross interrogatory, witness answers, I heard he had a mill grant from general report. I do not recollect to have ever seen the grant to the said John Low.

BERNARDO SEGUI.

Taken, sworn to, and subscribed before me, this 19th day of August, A. D. 1834.

K. B. GIBBS, *Commissioner.*

As commissioner, named in the annexed commission, I do certify that after being sworn myself, I did examine the witnesses named in said commission, under oath; and their answers to the interrogatories and cross interrogatories hereto annexed, are truly and correctly herein set forth.

K. B. GIBBS, *Commissioner.*

No. 5.

Testimony of Jos. S. Sanchez.

SUPERIOR COURT, *East Florida.*

JOHN W. Low and others
vs.
THE UNITED STATES. } Land claim.

Testimony of witnesses taken in the case of Elizabeth Wiggins, *vs.* the United States, so far as the same relates to the manner of keeping the office of the public archives, before and after the cession; offered and read in this case at the hearing thereof, under the agreement of counsel, filed in said case of Wiggins, to wit:

Of Joseph S. Sanchez.

Joseph S. Sanchez, sworn as a witness, in open court, on behalf of the claimants, states, that he was here in 1821, at the time of

the cession of this country to the United States, and that he has not been away from here, except once that he went to the Havana, and several times to Tallahassee, as a member of the legislative council; and that he was here in 1822 and 1823. Witness states, that at the time of the cession of this country there was a good deal of fear that the original papers might be lost; the United States took possession of these papers in a very tumultuous manner. Witness states, that he recollects that one Law had charge of these papers, and thinks he took charge of them a short time after they were taken out of the hands of the Spanish authorities. They were kept by Mr. Law in the hall, under the room now occupied as a court-room; and witness does not recollect that they were kept anywhere else by him. Witness states, that he was in the habit of going in the office of the archives, while Mr. Law had charge of it, for four or five months, morning and evening. Witness had an acquaintance in that office, a Mr. Cavedo. Witness thinks there were a few temporary shelves put up in this room spoken of by him, but does not know whether these shelves were sufficient for all the papers in the office or not; there were some bundles of paper on the table, and some, in some boxes in the room. Witness did not think, at the time, that these papers were kept carefully. Witness has seen papers blown from the bundles over the room; many of the bundles of papers were kept loose. Witness states, that he don't know that Mr. Law was at all precise as to the persons he permitted to come into the office. Witness saw a good many persons in the office. Witness states, that he has been several times in the office, and found neither Mr. Law or his deputy; and the windows and doors both open. Witness states, that this office was kept in such a manner that nothing could be more easy than to abstract, or take from it, documents, if persons felt disposed to do so. Witness says, that this office was kept very carelessly; very much so, indeed. Witness states, that the manner in which this office was kept was a matter of anxiety and alarm to the inhabitants of this place; and he has heard persons, interested in land claims, express their alarm that their papers might be lost from this office. Witness states, that he cannot say by what authority these papers came into the possession of Mr. Law, whether they came into his possession in virtue of his office as alcalde of this city, or not; and has never heard that he was under any pecuniary responsibility for the safe-keeping of these papers. Witness states, that he thinks a Mr. Penn, who is now dead, had something to do with these papers, but whether as Mr. Law's deputy or not, he does not know. Witness knows that these papers were in the possession of Mr. Geo. Gibbs and Mr. Tingle together, at one time, and believes that neither Mr. Gibbs or Mr. Tingle understood the Spanish language. Witness states, that the original memorials and decrees were kept in separate sheets of paper filed away in bundles, in which way he thinks they are kept now. Witness

states, that he thinks, in one or two instances, he has seen persons searching for papers in the office of the archives, while that office was kept by Mr. Law, which persons were not in any manner connected with the office; and, that, during the time these persons were thus searching, neither Mr. Law or his deputy were present. Mr. Medicis, who is now dead, was one of the persons he saw thus searching for papers in this office. Witness states, that he believes that concessions and decrees for land were kept in the Spanish government's secretary office upon loose sheets of paper, filed away in bundles. Witness states, that he thinks that it would have been perfectly easy for these persons that were examining the papers in Mr. Law's office, to have abstracted them from that office if they thought proper, there was nothing to prevent it.

Examined by United States Attorney.

Witness states, that he thinks that he has picked up, in Mr. Law's office, some grants of land which were blown from the bundles in the office across the floor; there were some bundles of papers in some boxes which were without tops, but the principal part of the papers in this office were kept on open shelves, (when witness speaks of the principal part of the papers, he does not mean the principal part of the grants, but the principal part of the bundles of papers in the office.) Witness does not know whether all the papers received from the Spanish Government were in this office of Mr. Law's, or not; but he did not think there were as may papers in this office as he had seen in boxes when they were taken from the Spanish Government. Witness saw the boxes with papers in Mr. Law's office; these boxes were about four feet in length, and about three feet wide, and two feet high; these boxes were not quite half full of papers. Witness can't say that the grants and concessions in this province would contain more paper than he saw in these two boxes. Witness did not see these papers that he found on the floor of Mr. Law's office, blown from the shelves; there was nobody in the office when he found them, he merely found them on the floor, and supposed they were blown from the shelves, but they may have been blown from the table. Witness states that the grants of land which were in this office were in bundles, but the strings of some of these bundles were loose, and the papers perfectly unconfined; some of the bundles had been opened in looking for papers, and had not been tied up again; witness saw them in that situation several times. Witness was in the office every day. Witness does not remember to have seen Mr. Law in the office except when he came to sign papers which had been copied by his clerk, Mr. Cavedo. Witness has been in the office several times and found neither Mr. Law nor Mr. Cavedo there. Witness says that he don't recollect whether Mr. Cavedo was in this office at the time he picked those papers off the floor; he has several times picked up papers from off the floor, when no one was

in the office; and sometimes, when he came to the office and found papers throwing about in this way, Mr. Cavedo was there. Witness states, that when he went into Mr. Law's office, and found no one there, he did not remain there long before Mr. Cavedo came in, some eight or ten minutes; and witness supposes that the way that the office came to be alone was, Mr. Law would come into the office, not more perhaps than once a week, to sign copies of papers that had been made out by Mr. Cavedo, and having signed the copies would retire, leaving the doors and windows open. Witness states that the windows were used as much as a place of entrance as the door, and witness has entered the office through the windows very frequently; the door was in the yard, and the people did not take the trouble to go round to it. Witness found the door closed sometimes, but it was barely pulled to. Witness states that there were two windows in this office that opened into the street, and the door from this office opened into the yard under the piazza. Witness states that he thinks when Mr. Cavedo left the office, to be absent for any length of time, he always fastened the door and windows as well as they could be fastened. The window shutters were very old, and any person could have pulled them open by putting their fingers between the shutters. Witness states that he does not know that these papers that he saw blowing about the office were papers that Mr. Cavedo had copied; they were such papers as he usually copied; they might have been papers which he copied, or they might have been blown off the shelves. Witness states that he does not know that Mr. Medicis, that he saw in Mr. Law's office, was an associate of either Mr. Law or Mr. Cavedo; he does not know that he was acquainted with Mr. Law, and was not intimate with Mr. Cavedo; witness don't know what he was searching for.

The counsel for the United States objected to all the testimony of this witness, relating to the manner in which the papers in the office of the archives were kept; and objection overruled by the court.

Testimony of Zephaniah Kingsley.

Zephaniah Kingsley, sworn as a witness on behalf of the claimant.

Question. Are you acquainted with the manner in which the public office of the archives was kept after the cession?

Answer. Only transiently, when I came to town. I was never employed in the office.

Question. Be pleased to state how the said office was kept, so far as came under your knowledge; whether with care or otherwise?

Answer. My impression was, that it was not kept with care; there was no head to it.

Question. Were you ever in the office while kept by Mr. Edmund Law?

Answer. I was in it once or twice while he was keeper, during his absence, when he was away at the North; I believe it was two years after the change of flags, before there was a regular keeper of the archives.

Question. Were the papers kept on shelves, or how were they kept?

Answer. As far as I observed, they were kept in the greatest confusion; it appeared to me to be a resort for boys smoking segars, and idle people.

Question. Was there or not great apprehension entertained by the Spanish inhabitants, for the safety of the titles, immediately after the cession?

Answer. I heard a general expression of that sort amongst all the people, and had a great deal of fear myself.

Question. Did or did not that fear result from the manner in which the office of the public archives was kept for some time after the cession?

Answer. It did.

Question. Where was the said office kept at the time to which you have reference?

Answer. In the room under the one now occupied as a court room.

Question. Was or was not the papers of the said office scattered about the office and loose upon the table and shelves?

Answer. They were generally in great disorder; they were not in any regular order.

Question. Could or could not any paper have been abstracted from the said office, if any person had been disposed to do so?

Answer. It was my impression that they could, and it was the general report that persons that had cases in the courts here at that time, helped themselves, and some of these papers were found among the effects of deceased persons.

The counsel for the United States objected to the testimony of this witness as to rumor or report, and objection sustained by the court, but testimony incorporated in the record to be reviewed in case of appeal.

Question. Do you or not consider from the manner in which this office was kept, that papers belonging to it were liable to destruction and loss, as well as abstraction?

Answer. My opinion is, that any thing could be done in it. I do consider that they were liable to destruction as well as abstraction.

The counsel for the United States objected to the foregoing question, and objection overruled by the court.

The counsel for the United States objected to all the testimony of this witness, relating to the manner in which the papers in the office of the archives were kept, and objection overruled by the court.

Examined by United States Attorneys.

Question. How long was Mr. Law keeper of the archives?

Answer. I am not able to say exactly; I think it was about two years from the time of the change of flags, till there was a regular keeper.

Question. Who was the first regular keeper?

Answer. My impression is that Mr. Reynolds was the first regular keeper.

Question. Was not Mr. Cavedo present on those occasions when you visited the office?

Answer. I am not able to charge my memory as to any particular individual that was present; there appeared to be no regularity, and only a parcel of boys.

Question. You know Mr. Cavedo personally, and that he was a clerk of Mr. Laws?

Answer. I know Mr. Cavedo personally, but I did not know him to be a clerk of Mr. Law.

Question. How often were you at the office?

Answer. Two or three times.

Question. What were the evidences of disorder you saw in the manner of keeping the office?

Answer. The papers laying about in disorder, and some of them in piles on the floor.

Question. Were not the persons whom you saw in the office engaged in examining the papers?

Answer. No; I did not perceive that they were; they appeared to be playing or amusing themselves. I did not see any employed in an official capacity.

Question. How were they playing or amusing themselves?

Answers. The same as boys usually do; smoking segars and fun.

Question. Were they small boys you saw smoking segars?

Answer. No; they were ordinary sized boys; some of them stout young men.

Question. Do you recollect the names of any of the young men or boys?

Answer. I cannot charge my memory with the names of any of them.

Question, How many persons did you find in the office?

Answer. I am not able to say.

Question. Do you recollect any impropriety or disorder of conduct among the persons you saw there?

Answer. I did not; no more than young men usually would; I saw no impropriety.

Testimony of John M. Fontane.

Of John M. Fontane.

John M. Fontane, sworn as a witness in open court on behalf of the claimants.

Question. Do you or not remember the time when the papers belonging to the office of the public archives of East Flordia, were delivered to Mr. Reynolds?

Answer. I do not recollect the exact time; I believe about the year 1823.

Question. By whom were they delivered to Mr. Reynolds?

Answer. I do not recollect by whom they were delivered; it runs in my mind that Mr. Geo. Gibbs had something to do with them. I believe he was appointed one of the commissioners to take an inventory of them.

Question. Were you or not employed as a clerk in the taking the inventory of these grants?

Answer. I was.

Question. In what state or condition were the papers found, on your entering on the making of this inventory; did they appear to have been previously regularly and carefully kept, or otherwise?

Answer. They were far from being regularly kept; they did not appear to have been carefully kept; they were all over the room; a good many of the papers were not alphabetically arranged, and they were scattered and mixed.

Question. Were the papers found on shelves or scattered and loose over the room?

Answer. I don't recollect at this time whether any of them were on shelves, or not, they were scattered about the room. I don't recollect if there were any shelves, and if there were any, I don't think there were more than two or three. I recollect seeing bundles on the floor.

Question. Were the bundles generally fastened or were they loose and open?

Answer. Some of them were fastened and a great many loose. The memorials and decrees were all on loose sheets of paper.

Question. In what place were these papers found, on you entering on the duty of making this inventory?

Answer. In this house, in the large room below.

Question. Are or are not royal titles bound together in books; and were they not so in Spanish times?

Answer. Yes. I have seen royal titles, bills of sale, and mortgages bound together in large books. I have also seen some dozen or more, stitched together and indexed at the back.

Question. How do you account for the different manner of keeping those royal titles?

Answer. The way I account for the different manner in which

they were kept is, when there was a sufficient number of small bundles stitched together, they were made into a large book.

Question. Were or were not the door and windows of the room in which you found these papers secure and safe, or in what condition were they at that time?

Answer. Not much better than they are now; if any thing, worse. I do not recollect particularly the condition of the same. There is a new door to it now, which was not there then.

Question. When these papers were taken charge of by the commissioners as stated by you, were they not in such a situation as to be extremely liable to loss, to destruction, or to be taken from the office by any one disposed to take them?

Answer. I think that any one could have free access to the office. I have gone by it frequently and seen the front windows open, and no one in the office. This was before the commissioners had charge of these papers.

The counsel for the United States objected to all the testimony of this witness relating to the manner in which the papers in the office of the archives were kept, and objection overruled by the court.

Examined by United States Attorneys.

Question. In speaking of the manner in which the archives were kept by Mr. Law, you have said that any one might have had free access to the office; that you frequently went by and saw the front windows open, and there was no one in the office. Could not the royal titles have been taken out as well as the concessions?

Answer. Any paper could be taken out with the same facility. A bundle could be taken out, and a big bundle as easy as a small one, except that a person might hide a paper, and it would not be so easy to hide a bundle.

Question. Were not the bundles in which the concessions were put up larger and more difficult to remove than the sheets of paper stitched together on which the royal titles were written?

Answer. These memorials and decrees were generally in bundles, but on loose sheets of paper; generally the small bundles containing royal titles were stitched together, and on top of one another. I have stated before that a whole bundle of concessions would be more difficult to remove on account of the size. It would be much easier to take away a concession that was on a separate sheet of paper than to take away one of these bundles of royal titles that were stitched together.

Question. Have you ever known an instance, either under the Spanish Government or since the transfer of the province, in which a royal title was lost from the proper office?

Answer. I never heard of an instance.

Question. You have said that the papers in the office under the charge of Mr. Law were kept in great disorder. Do you believe

that a person unacquainted with the manner in which they were kept could find any particular paper in a whole day's search?

Answer. I expect it would be a very difficult thing for a person not acquainted with the manner in which these papers were kept to find any particular paper. I can't tell whether he could do it in a day's search or not.

Testimony of John Rodman.

Of John Rodman.

John Rodman sworn as a witness in open court in behalf of the claimant.

Question. When did you arrive in this conntry?

Answer. On the 13th day of August, 1821.

Question. Were you or not in the habit of frequenting the office of public archives while under the charge of Mr. Edmund Law in this city? If you were, be pleased to state in what manner the papers in this office were at that time kept, whether with care or otherwise?

Answer. Yes. I was very often at the office of the archives while kept by Mr. Law. It was kept directly under this court room. I went to his office for the purpose of seeing the grants and other papers in the office. I became well acquainted with Mr. Law. He was a very gentlemanly man, and I always took him to be a very honost and honorable one in his public transactions. He kept his office of the public archives in the most careless, negligent, and slovenly manner imaginable. The public papers were lying, a great many of them, on a long table, some in bundles, and some scattered about. The public office where these papers were kept was frequently left open, and no person in it to take charge of them. I would not venture to look at the papers when no person was in the office, but I frequently saw other persons that did; Spanish gentlemen, that I suppose thought they had a right to look at them. Mr. Law did not attend regularly himself in the office, being much afflicted with the rheumatism. Mr. Cavedo acted as his clerk generally, and was not regular in the office.

Question. Was this office at the time you refer to frequently indiscriminately by persons having business there, and by persons having no business there?

Answer. I can't say with regard to those who had no business there. With regard to those that had business there I will mention one occasion. The occasion which I mention was with Mr. Andrews, who was here, and agent for the sale of the Miranda grant. Mr. Andrews was afterwards made one of the judges under the ordinance of General Jackson. He asked me to accompany him to Mr. Law's office of public archives, to examine a large grant of land which he told me was made to Mr. Arredondo, Jun. He told me it was near the grant to Miranda, and was afraid that it

encroached upon it. As I knew a little of Spanish, he called upon me to examine these two grants and compare them together. We found Mr. Cavedo in the office, but not Mr. Law. Mr. Cavedo took a large bundle of grants from off the table, and showed us both the grant to Miranda and the grant to Arredondo; Arredondo's for 250,000 acres. We examined very particularly both these grants, and Mr. Cavedo assisted us to translate them into English. We were perfectly satisfied they did not encroach upon each other. I can only observe that before the land commissioners, when they applied to establish the grant to Arredondo, it could not be found, and has never been found since.

Question. Have you or not constantly resided in St. Augustine since your first arrival in this Territory, and are you not an attorney and counsellor at law, and have you or not been for many years past the collector for this port and district?

Answer. I answer this question in the affirmative.

The counsel for the United States objected to all the testimony of this witness relating to the manner in which the office of the archives was kept, which objection was overruled by the court.

Examined by United States Attorneys.

Question. Did you ever go to the office without finding Mr. Cavedo there?

Answer. I have been there many times, at least a dozen times, and found no person there, and the office open; I repeatedly complained to Mr. Law about it; I very rarely found Mr. Law there; the reason that I went to this office so frequently was, because my friends in New York requested me to examine the titles to land there, and I went to the office frequently for that purpose.

Testimony of John A. Cavedo.

John A. Cavedo, a witness sworn and examined under a commission duly issued from this court, by claimant.

Question. Do you know whether or not the office of the public archives of East Florida, was at any time in the keeping of one Edmund Law; and if so, when and how long, and in what house was such office kept by him?

Answer. I knew Edmund Law to have had the archives under his charge; I do not know how long, but it was kept at the government house.

Question. Were you or not in the habit of frequenting the said office of the public archives, while so under the charge of said Law?

Answer. I was; as he had employed me to write for him in the same office.

Question. In what condition were the papers in said office kept; were they carefully arranged on shelves, or carelessly scattered about the room?

Answer. There were a part of them kept on shelves, and a part of them on the floor; they were not at all kept carefully.

Question. Were the papers secured in bundles or not, and if they were generally so secured, were or not, in many instances, the fastenings of the bundles loosed, so that the separate sheets of which said bundles were composed were exposed to be scattered and blown about, and were they not often actually so scattered and blown about?

Answer. There were a part of them in bundles and a great many loose, they were exposed to be blown and scattered about the room; and were blown and scattered about the room.

Question. Have you or not, seen at various times the public papers in said office lying about in confusion on the floor?

Answer. Many times.

Question. Was or was not the said office the common thoroughfare and lounging place of a great many idle persons?

Answer. I don't know whether the persons that frequented the office, were idle or not; but there were a great many loungers about the office.

Question. Was or was not the said office frequently left open, without the presence of any person who was authorized to protect, supervise, and keep in custody the papers deposited in it?

Answer. It was.

Question. Do you or not know if it was the practice for persons who desired the use of papers on file in the said office, to take them out of said office, in as great numbers, and at any time they pleased to do so.

Answer. Mr. Law gave me an order to deliver the gentlemen of the bar documents out of the office, by my receiving a receipt for the same.

Examined by United States Attorney.

Question. Please to name the persons who made said office a lounging place, and thoroughfare, at the time you mention?

Answer. I know several persons, to wit: Joseph S. Sanchez, Edward R. Gibson, Charles Vignoles, John M. Fontane, Rafael Fontane, Charles Gobert, Thomas Penn, Lewis Hugnon, and many others.

Question. Please to state how you know that the practice in relation to said office was as you have stated it; and particularly the time when, and what person took any original papers from said office; and what papers they took; and whether they did not return them again to said office?

Answer. I know of one instance wherein I took a receipt from Gautier, for the testamentory document of the estate of Mateo Guadarama. I do not recollect the time.

No. 6.

Deposition of Antonio Alvarez.

Offered and read in behalf of United States.

TERRITORY OF FLORIDA:

In the name and by the authority of the United States of America, to John C. Cleland, Esquire, a Justice of the Peace for St. John's county.

Whereas a certain claim to land is now depending in the superior court, for the district of East Florida, in which said claim, John W. Low and others, are claimants, and the United States of America, defendant; and it being necessary to the investigation of said claim to have the testimony of Antonio Alvarez; the said John C. Cleland, having been named by the said claimant and the said defendant, as commissioner to examine said witness on certain interrogatories.

Know ye that confiding in your prudence, ability, and integrity, you are by these presents appointed, and full power and authority are hereby given to you, diligently to examine the aforesaid witness upon certain interrogatories, as well on the part of the said plaintiff, as on the part of the said defendant, or of either party in said cause; and therefore you are hereby authorized and requested, on a certain day or on certain days, and at a certain place or at certain places, to be appointed by you for that purpose, to cause the said witness to come before you, and then and there to examine him on the said interrogatories on his corporal oath, or on his solemn affirmation, first taken before you, and to take such his examination, and reduce it to writing on paper, and when you shall have so taken it, to sign the same with your name, and enclose and seal the whole together, conformably to the instructions hereunto subjoined.

And you are hereby further requested, that before you act in, or be present at the swearing or solemn affirming, and the examining of the said witness, you do make oath or solemn affirmation, that according to the best of your knowledge, you will truly, faithfully, and without partiality to any or either of the parties in said cause, take the examination and deposition of the witness produced and examined, by virtue of this commission, upon the interrogatories hereunto annexed and produced to you, and that you will not publish or make known to any person whomsoever, except the clerk or clerks, who may by you be employed and sworn to secresy in the execution of this commission, the contents of the deposition of the witness to be taken by you in this commission named, until publication shall pass by rule or order of the said superior court.

Witness the honorable Robert R. Reid, judge of the superior court for the district of East Florida, this 13th day of August, A. D. 1834.

[L. S.]

K. B. GIBBS, *Clerk.*

Instructions.

When the testimony is taken, the commissioner is required to sign his name at the bottom of each sheet of the deposition, and of the whole, after fixing and sealing the several sheets together, then to enclose the whole, examination, commission, and all, in an envelope sealed up, with his name written on the outside across the seal, and to endorse the packet on the corner thereof with the names of the parties, and direct the same to Kingsley B. Gibbs, clerk of the superior court at St. Augustine, and deliver it to him.

District of East Florida, *Superior Court.*

The United States *ads.* John W. Lowe and others. } Land Claim, 16,000 Acres.

Interrogatories to be propounded to Antonio Alvarez, Esq., keeper of the public archives of East Florida, a witness to be sworn and examined before John C. Cleland, Esq., a justice of the peace.

First. Are there any (royal order) or royal orders from the King of Spain, or any order or orders from the council of the Indies, the captain general or intendant of the Island of Cuba, providing for the granting of lands in East Florida, on file in your office, except the royal order of the 29th October, 1790, and the royal order of July 7th, 1815, or not? If there are, please to name them, and annex a copy thereof to your answer.

Second. Are the royal orders dated Havana, October 15th, 1790, and published in Clarke Land Laws, page 996, and the one dated Havana, July 7th, 1815, and published in the same book, at page 1010, the same that you have first mentioned above, or not? Please to state particularly whether all the grants or concessions of land in East Florida, made since 1790, were made under either one or the other of these two last mentioned royal orders, or not? If not, under what royal order were they made.

Third. Was it the duty and the practice of the governors of East Florida to file in the office of the escribano of that province (or in some other office, and which,) all the orders which they respectively receive from the King of Spain, or from any of their superior officers, relative to the granting of land in said province, or not?

Fourth. Were you acquainted with the laws and usages of the government of East Florida, before the transfer of that province to the United States, or not?

Fifth. When the governor of East Florida referred any matter of judicial enquiry in relation to lands, in which the King of Spain might have an interest, to the auditor of war for his report, and the said auditor reported thereon, and the governor made a decree approving such report and requiring it to be complied with, was or was not the said decree, according to the laws and usages aforesaid,

conclusive as to all the matters and things contained in said report?

Sixth. Was or was not such decree held and considered by the tribunals of the province aforesaid, of the highest judicial authority and conclusive upon all the matters embraced by such report, unless the same was reversed by the king, or by the said governor himself, upon a review thereof.

THOS. DOUGLAS,
United States Attorney, &c.

JOHN LOW and others
vs.
THE UNITED STATES. } Land Claim, &c.

Objections and Cross Interrogatories.

We object to so much of the second interrogatory as calls for an answer from the witness to the following inquiry, to wit: "Whether all grants or concessions of lands in East Florida, made since 1790, were made under either one or the other of these two last mentioned royal orders or not? and if not, under what royal order were they made?"

We object to this enquiry, because it is an attempt to prove the contents of grants or concessions by parol. The grants or concessions themselves, in writing in the office of the public archives, are the best and only legal evidence of their contents; and of these, certified copies are authorized and directed by law, or, in a proper case, under the mandate of the court, the original themselves may be taken from their depository and exhibited in evidence. No parol testimony, no inference from, or construction of their contents, is admissible from any witness.

We object to the inquiry, also, because it calls for evidence wholly irrelevant to this case; to the issue before the court; to the grant now in question. Grants in other cases, and the orders under which made, are foreign to and not legal and pertinent evidence in this case.

First cross interrogatory. If, in answer to the third interrogatory, you undertake to say what was the duty and practice of the governors of East Florida, as to the matters enquired of in the interrogatory, be pleased to state how you acquired a knowledge of the duty of these governors, and how you know what was their practice as to all the orders which they respectively received as to the granting of lands?

Second cross interrogatory. If you undertake to give any opinion upon the law questions propounded to you in the fifth and sixth interrogatories, state your means of knowledge, and upon what principles your opinion is founded?

We object to the fifth and sixth interrogatories, that they call for the opinions of the witness, who is not a lawyer, upon mere questions of law.

SMITH AND LANCASTER,
For Claimants.

SUPERIOR COURT, *Eastern District of Florida.*

THE UNITED STATES *ads.* JOHN W. Low and others. } Land Claim, 16,000 Acres.

The answers to the interrogatories propounded to Antonio Alvarez, keeper of the Public Archives of East Florida, a witness examined in the above cause, the said Antonio Alvarez being first duly sworn.

To the first interrogatory, witness answers, there are none to my knowledge.

To the second interrogatory, witness answers, I have never read Clarke's Land Laws. I believe that all the grants of land made in East Florida, since 1790, are founded upon the royal order communicated to this government on the 29th of October, 1790, and the royal order of the 29th March, 1815.

Third interrogatory, witness answers, it was the practice to file in the secretary's office all official communications received by the governors, and it was considered their duty to do so.

Fourth interrogatory, witness answers, I am not acquainted with the laws, but I am of some of the usages.

Fifth interrogatory, witness answers, as far as I know all the decrees of the governors of East Florida, relating to lands, with or without the report or advice of the auditor of war, were here considered conclusive, except when the governors themselves referred the same to a higher authority, but I cannot say any thing with respect to the law on this subject.

Sixth interrogatory, witness answers, to this interrogatory, I answer the same as in the preceding one.

Cross Interrogatories.

First cross interrogatory, witness answers, while I was clerk in the government secretary's office, it was the practice to file all the official communications handed by the governors to the secretary, but I do not know whether the governors retained or not in their possession any official communications; it was considered the duty of the governors to hand them to the secretary, but I know of no law respecting this subject.

Second cross interrogatory, witness answers, I have stated, and now repeat, that I know nothing about the law on this subject.

ANTONIO ALVAREZ.

Sworn to and subscribed before me, this 14th August, 1834.

JOHN C. CLELAND,
Justice of the Peace and Commissioner.

No. 7.

Deposition of Alvarez in Breward's Case.

Offered and read in behalf of United States.

Being the deposition of Antonio Alvarez, taken under commission duly issued from this court, in the case of John Breward *vs.* the United States, and offered and read in this case, at the hearing thereof; the same being so copied as to be made applicable thereto, to wit:

DISTRICT OF EAST FLORIDA, *Superior Court.*

THE UNITED STATES *ads.* JOHN W. LOW and others. } Land claim, 16,000 Acres.

Interrogatories to be propounded to Antonio Alvarez, Esquire, a witness to be sworn and examined on behalf of the United States, before Elias B Gould and John C. Cleland, Esquires:

First. Are you a native of East Florida or not?

Second. What is your age?

Third. How long have you resided in the city of St. Augustine, in East Florida?

Fourth. Did you hold any office in East Florida before the transfer of that province to the United States? If you did, please to state what office, and when and how long you discharged the duties of such office?

Fifth. Did you, at any time, act as clerk in the governor's secretary office, or in the office of the escribano or not? If you did, please to state which, when, and how long?

Sixth. In what office were concessions of land made and kept in East Florida, before the transfer of that province to the United States?

Seventh. In what office were royal titles (real titles) made and kept in East Florida, before the transfer of said province to the United States?

Eighth. In what office should the papers now be found deposited which are referred to in the 6th and 7th preceding interrogatories? Is or is not the public archives the proper place of deposite for such papers?

Ninth. Are you the keeper of the public archives of East Florida or not? If you are, please to state how long you have held said office.

Tenth. Is there any original grant or concession to John Low for the above mentioned 16,000 acres of land on file in said archives or not?

Eleventh. Please to name the several persons who held and exercised the office of governor of the Province of East Florida

between the years 1784 and 1821, and the time when each of said persons entered upon the discharge of his duties as such governor, and when they respectively ceased to discharge the said duties?

Twelfth. Is there any order on file in the said archives under your charge from the king of Spain, or from the council of the Indies, requiring said governor to render an account of his administration during the time when he held and discharged the duties of said office as governor as aforesaid? If there is, please to state to which of said governors said order was directed, and annex to your answer a copy thereof.

Thirteenth. Were any of said governors ever required to render such accouut? If yea, state which of them.

Fourteenth. Did any one of said governors ever render such an account? If they did, please state which of them, when it was made, and particularly whether such account contained a statement of the number of grants or concessions of land made by said governor during such administration, with the name (or names) of each grantee, (or grantees,) and the number of acres of land granted to each?

Fifteenth. Is there any copy of such an account made by any of said governors now on file in the archives, under your charge? If there is, please annex a copy thereof to your answer.

Sixteenth. Did any of said governors ever undergo a residencia in said province? If yea, which of them, and when.

Seventeenth. Did any of said governors ever render any account to the king, captain general, intendant of Cuba, or any other officer of the lands granted by him, except the single case of the exchange of lands for a vessel with Juan Russel, or not? If they did, please to state which of them, and of what said account consisted, and state also the particulars of the case of Juan Russell.

THOS. DOUGLAS,
United States Attorney, &c.

JOHN W. Low and others
vs.
THE UNITED STATES.
} Land Claim for 16,000 Acres.

Cross Interrogatories.

First. If you answer to the 10th direct interrogatory, that the original grant or concession of the mill seat to John Low, for 16,000 acres, is not on file in your office, be pleased to state whether the original certificate of that grant or concession by Tomas de Aguilar, the secretary of the government, is there, and if so, how it came there.

Second. State whether such certificate was not the only original evidence of title furnished to the grantee by the government in cases of grants or concessions; and whether such certificate, according to Spanish law and usage, was not to serve the grantee as proof of his grant or concession in any event?

Third. Had the grantee, in case of grant or concession, any right to or control over the possession of the grant or concession deposited in the office of the secretary of government, and of which the grantee received a counterpart signed by the secretary?

Fourth. Is not the case of John Russell a matter of record in your office, and are all the proceedings set forth in writing thereon?

Objection.

To so much of the 17th direct interrogatory as makes enquiry as to the case of John Russell, and the particulars thereof from the witness, we object, because the testimony of the witness is not the best evidence in the case. The question itself supposes that John Russell's case is of record in writing in the office of the archives, and a copy of that record is better evidence of its contents than the verbal testimony of the witness.

LANCASTER AND SMITH,
For Claimants.

SUPERIOR COURT, *District of East Florida.*

THE UNITED STATES *ads.* JOHN W. LOW and others. } Land Claim, 16,000 Acres.

The answers of Antonio Alvarez to the interrogatories and cross interrogatories hereunto annexed, taken before commissioners appointed for that purpose; taken in behalf of the United States.

To the first interrogatory. Witness answers, I am a native of East Florida.

Second. To this he answers, my age is forty-two years.

Third. To this he answers, St. Augustine has always been my residence. I was absent for sometime in 1809 and 1810, in the Havana.

Fourth. To this he answers, I was clerk in the government secretary's office from 1807 to the change of government, during which time I was absent in the year 1809 and part of 1810, and parts of 1814 and 1815.

Fifth. To this he answers, I was clerk in the government secretary's office, as stated in the preceding answer. I also acted as clerk in the office of the escribano for a few months in the year 1814.

Sixth. To this he answers, concessions of land were made and kept in the office of the secretary of the government.

Seventh. To this he answers, royal or real titles were made and kept in the office of the escribano.

Eighth. To this he answers, the proper place for the deposite of such papers is the office of the public archives.

Ninth. To this he answers, I am the keeper of the public archives, and have held the office since 1829.

Tenth. To this he answers, there is no original grant to John

Low on file in the office of the public archives. There is a copy of said grant, certified by Thomas de Aguilar, as secretary of the Spanish Government, now on file in my office, which was transferred to me by the register and receiver of the land office, while acting as land commissioners.

Eleventh. To this he answers; Zespedez, from 1784 to 1790; Quesada, from 1790 to 1796; White, from 1796 to 1811; Estrada, from 1811 to June, 1812; Kindelan, from 1812, I believe to May, 1815; Estrada, the balance of 1815; and Coppinger, from 1816 to the change of flags. My knowledge of the time of the government of Zespedez and Quesada is derived from the information I obtained in the office of the secretary of the government.

Twelfth. To this he answers, I know of no such order.

Thirteenth. To this he answers, I know of none.

Fourteenth. To this he answers, none of the governors made such account.

Fifteenth. To this he answers, there is no such document on file in my office.

Sixteenth. To this he answers, I know of no governor of East Florida who rendered such residencia.

Seventeenth. To this he answers, the governors of East Florida never rendered an account of the lands granted to them, except in the case of the exchange of four thousand acres of land for a schooner, with John Russell.

Answers to Cross Interrogatories.

To the first. The witness answers, there is a copy of said grant on file in my office, certified by Thomas de Aguilar, as secretary of the Spanish Government, which copy was transferred to me by the register and receiver of the land office, whilst acting as land commissioners.

Second. To this he answers, I answer in the affirmative.

Third. To this he answers, the grantee had no right or control over the original.

Fourth. To this he answers, I answer in the affirmative.

ANTONIO ALVAREZ

TERRITORY OF FLORIDA, *County of St. John's.*

We whose names are hereunto subscribed, commissioners named in the annexed commission, do certify, that after being sworn ourselves, we did examine the witness named in said commission, under oath, and his answers to the interrogatories and cross interrogatories annexed to said commission, are truly and correctly herein set forth.

Given under our hands at St. Augutine, the 6th of August 1834.

JNO. C. CLELAND,
E. B. GOULD,
Commissioners.

No. 8.

Document in Russel's Case.

Offered and read in behalf of the United States.

TRANSLATION.

Under date of the 14th of June last, his excellency, the minister of the royal domain, tells me what follows: I have given to the king an account of your lordship's letter No. 9, of 20th November last, in which you inform of what was directed to you by the governor of East Florida, on the occasion of his having given to Don Juan Russel, one thousand acres of land, in exchange for a schooner, which he wanted for the royal service, and which with all its appurtenances, was valued at two thouand and six hundred dollars; his magesty being informed of the whole transaction, has been pleased to approve for this time only, the said determination in consideration of the absolute want of funds in the said province, and commands me to charge you again, as I do charge you, to comply with the provisions of the royal orders of the 14th of November, of 1804, and of the 31st March, 1806, which prohibit the alienation of the royal lands which was made in favor of foreigners, and which provisions ought to be complied with rigirously in future.

This by order of his magesty, I communicate to your excellency, for your knowledge and government, and I communicate the same to your excellency, for the corresponding effects on your part.

God preserve your excellency many years. Havana, 4th March, 1815.

APODACA.

His Excellency the GOVERNOR of East Florida.

St. Augustine, 21st November, 1829. I certify that the preceding is a correct translation of the Spanish document annexed.

A. GAY,
Translator and Intr. of the Supr. Court.

Cause continued for further Proof.

And afterwards, at the same term of July, in the year of our Lord one thousand eight hundred and thirty-four, to wit, on Tuesday, the thirty-eighth day of said term, and the twenty-fifth day of the month of November, the following entry of record was made in this cause, to wit:

JOHN W. Low and others
vs.
THE UNITED STATES OF AMERICA. } Land Claim, 16,000 Acres.

This case, having been heard and submitted to the court, and

the court having examined the same, doth order that this cause be continued, with leave to the parties to introduce further proof therein.

Cause again submitted.

And afterwards, before the superior court of the district of East Florida, holden at the court house, in the city of St. Augustine, at the term of July, in the year of our Lord one thousand eight hundred and thirty-seven, to which term this cause had come by regular continuances, to wit, on Tuesday, the third day of said term, and the eighteenth day of said month, the following entry of record was made in this cause, to wit:

JOHN W. Low and others
vs.
THE UNITED STATES OF AMERICA. } Land Claim, 16,000 Acres.

This day came as well the counsel for the said claimants as the counsel for the United States, and, under the agreement of counsel, filed herein, this claim was submitted to the court for its decree thereon, with leave to introduce evidence and testimony, and argue by briefs, up to the 25th day of December next.

Decree of the Court.

And afterwards, before the superior court for the district of East Florida, holden at the court house, in the city of St. Augustine, at the term of July, in the year of our Lord one thousand eight hundred and forty, to which term this cause had come by regular continuance, to wit, on Thursday, the fourth day of said term, and the sixteenth day of said month, the following entry of record was made in this cause, to wit:

JOHN W. LOW, one of the heirs and legal representatives of JOHN LOW, deceased, for and on behalf of himself and the other heirs and legal representatives of said decedent
against
THE UNITED STATES OF AMERICA. } Land Claim, 16,000 Acres.

This day came as well the counsel for the said claimants, as the counsel for the United States, and the testimony and evidence heretofore offered and filed in this case at the hearing thereof, at the July term, 1834, of this court, was, on this day, again offered and read to the court; the counsel for the United States withdrawing the objections heretofore made to the surveys filed in this cause. And the said court having examined the claim of the said petitioners,

and the answer of the attorney of the United States, together with the evidence and testimony offered and read herein; and having maturely considered the same, doth order, adjudge, and decree, that this claim is valid; and that, in accordance with the laws and customs of Spain, and under and by virtue of the late "Treaty of amity, settlement, and limits between the United States of America and the King of Spain," ratified by the President of the United States, on the 22d of February, 1821, and under and by virtue of the laws of nations and of the United States, it is hereby confirmed, adjudged and decreed, unto the said claimants, to the extent, for the number of acres, and at the places, as in the two certificates and plats of survey, one for 6,000 acres, dated 23d December, 1819, and the other for 10,000 acres, dated 7th February, 1820, and filed herein, are set forth, to wit: the first survey of six thousand acres, is situated at the place called Doctor's branch, on Bell's river, and has the following lines and boundaries to wit: the first line commences at Leadworth's pine, on the line of Leadworth's land, and runs north thirty degrees east one hundred and eighteen chains to another pine; the second line commences at said pine, and runs north thirteen degrees east forty-eight chains to a stake, at a landing; the third line runs from said stake north eighty degrees east forty-eight chains to a pine tree; the fourth line runs from said pine north twenty degrees east two hundred chains to another pine; the fifth line runs from said pine north nine degrees east sixty-eight chains to a hickory; the sixth line runs from said hickory north eighty degrees west sixty-five chains to a pine; the seventh line commences at said pine, and runs north ten degrees east twenty-three chains to another pine; the eighth line commences at said pine, and runs north fifty-one degrees west fifty-six chains to another pine; the ninth line commences at the said pine, and runs south thirty-nine degrees west three hundred and forty-two chains to a stake which bounds Waterman's land; the tenth line runs from said stake south eighty-one degrees east six chains to another pine; the eleventh line runs from said pine south six degrees west seventy-three chains to another pine; the twelfth line runs from said pine east twenty-seven chains to another pine; the thirteenth line runs from said pine south sixty chains to Jeremiah Wingate's pine, and by Locklear's creek and Gardner's bog, to the beginning of the first line. The second survey of ten thousand acres is situated northwestwardly of the head of Indian river, and west of the prairies of the stream called North creek, which empties itself at the head or pond of said river, and has the following lines, as set forth in the said survey thereof, to wit: the first line commences at a royal palm tree, and runs north fifteen degrees west three hundred and thirteen chains to another royal palm tree; the second line commences at said palm tree, and runs south seventy-five degrees west three hundred and twenty chains to a pine tree; the third line runs from said pine tree south fifteen degrees east three hundred and thirteen chains to another pine tree;

and the fourth line runs from said pine north seventy-five degrees east three hundred and twenty chains to the royal palm tree at the beginning of the first line; and is bounded on the north by the lands of Don Charles Sibbald; on the east, by the prairies of North creek; on the south, by lands of Don Juan McIntosh; and on the west, by royal lands.

Appeal.

And afterwards, at the same term of July, in the year of our Lord one thousand eight hundred and forty, to wit: on Wednesday, the eighth day of said term, and the twenty-second day of said month, the following entry of record was made in this cause, to wit:

THE UNITED STATES OF AMERICA *ads.* JOHN W. LOW and others. } Land Claim, 16,000 Acres.

This day came, as well the attorney of the United States for this district, as the solicitor for the said claimants; and the said attorney of the United States moved the court that an appeal be granted in this case, on behalf of the said United States, from the decree of this court, to the Supreme Court of the United States; and that a citation, with notice of said appeal, may be forthwith issued by the clerk of this court to the appellees, and that the same may be served by the marshal of this district upon the said appellees, or their solicitor or agent, and returned to this court within thirty days from the issuing thereof. All of which is ordered accordingly.

Citation of Appeal and Return.

Copy of the citation of appeal issued in pursuance of the above order, with the return of the marshal thereon, to wit:

In the name and by the authority of the United States of America to John W. Low and others, heirs and legal representatives of John Low, deceased, or to their agent, attorney, or solicitor, greeting:

You are hereby cited and admonished that an appeal has been taken on the part of the United States from the decree of the superior court for East Florida to the Supreme Court of the United States, in a certain claim to sixteen thousand acres of land, wherein you, the said John W. Low and others are claimants, and the said United States respondent, and that the record in said cause will be forwarded to the said Supreme Court, to be placed on the

docket of said court at the next term thereof, to be holden on the second Monday of January next.

Witness the honorable Isaac H. Bronson, judge of our said court, at the court house in the city of St. Augustine, this 24th of July, 1840.

[L. S.]

K. B. GIBBS, *Clerk.*
THOS. DOUGLASS,
District Attorney.
JOHN DRYSDALE,
Solicitor for Claimants.

"Served by delivering a copy of this process to John Drysdale, Esq., July 27th, 1840.

JOHN M. FONTANE,
Deputy Marshal."

SUPERIOR COURT, *District of East Florida.*

I, Kingley B. Gibbs, clerk of the said court for the district aforesaid, do hereby certify that the foregoing eighty-five pages and eight lines, contain a full, true, and complete transcript of the record and proceedings had in the case therein named, in my charge, and that the two plats of survey thereto attached and made a part of this record, are faithfully taken and copied from the said documents as offered in evidence in said cause, on file in my office.

In witness whereof, I have hereto set my hand and affixed the seal of the said court at the city of St. Augustine, this twentieth day of November, in the year of our Lord one thousand eight hundred and forty.

[L. S.]

K. B. GIBBS, *Clerk.*

By the Honorable Isaac H. Bronson, Judge of the Superior Court for the district of East Florida, to all to whom these presents shall come, be seen, or made known, greeting:

Know ye, that Kingsley B. Gibbs, who hath signed the foregoing attestations, is clerk of the superior court for the district of East Florida; that all due faith and credit are and ought to be given to his acts as such, and that the foregoing attestation is in due form of law.

In testimony whereof, I have hereunto set my hand at the city of St. Augustine, this twentieth day of November, A. D. 1840, and of the Independence of the United States of America the sixty-fifth year.

[L. S.]

I. H. BRONSON, *Judge, &c.*